

#### **MINUTES**

#### **SELECT BOARD**

## 11/16/2021 5:30 pm VIA ZOOM REMOTE MEETING

Present:

Select Board Member, Heather Hamilton, Select Board Member Bernard W. Greene, Select Board Member Raul Fernandez, Select Board Member John VanScoyoc, Select Board Member Miriam Aschkenasy

#### **ANNOUNCEMENTS/UPDATES**

The Veterans Day event was a great success, Board member Greene was honored by receiving the Veterans Service award given to him by chair Hamilton. Bill McGroarty, Director of Veteran Affairs' granddaughter did a great job playing TAPS. Thank you to all that participated.

Tuesday, November 23<sup>rd</sup>, the Police Department and Rotary Club is holding a Thanksgiving meal at the High School, beginning at 5:30pm. Please RSVP. One of their many community outreach provided.

The Transportation Board held a meeting last night where a number of residents spoke out on recent pedestrian tragedies. One resulted in death from a crash while crossing Downing Road off Washington Street. There has been many concerns raised at both transportation and other forums during the past week. This matter is of extreme concern to the Select Board as well. Please check out the Transportation Board's meetings on the website.

Period. End the Menstrual Inequity Event and Donation Drive, Monday, November 22nd, from 7-8 PM EST, via Zoom Donations: We will also be having a collection drive from 11/15-11/28

Community Blood Drive: Young Israel of Brookline's 4th annual Brookline/Brighton community blood drive on Sunday, December 5th, from 8:00 am to 2:30 pm.

#### **PUBLIC COMMENT**

Mark Harrington, Owner of Healthworks Fitness Centers urged the Board to reconsider the mask mandate inside of fitness gyms. Fitness facilities are struggling right now. They have taken many steps over the past 1.5 years to protect those in their clubs, most notably they have installed airPHX technology throughout to kill bacteria and viruses, have upgraded our HVAC systems, required all staff to be vaccinated or submit weekly COVID testing and finally are enforcing all local mandates such as the Brookline indoor mask mandate.

Emily Jacobsen spoke on transit safety, and spoke on her mom, a survivor of a tragic pedestrian crash twenty years ago. Traffic violence is so insidious and preventable. Engineers know how to prevent traffic tragedies. The recent pedestrian death in Brookline was preventable. The speed limit on Washington

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Street is 25 miles per hour. She reviewed traffic crash statics and urged that the CIP funds support traffic calming measures.

#### **MISCELLANEOUS**

Question of approving the meeting minutes from November 9, 2021.

On motion it was,

Voted to approve the meeting minutes from November 9, 2021.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### **GRANT**

Question of executing the grant agreement between the Town of Brookline and Norfolk County for the American Rescue Plan application submissions.

Town Administrator Kleckner introduced Tyler Belisle Toler, the new ARPA grant administrator.

On motion it was,

Voted to execute the grant agreement between the Town of Brookline and Norfolk County for the American Rescue Plan application submissions.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### **GIFT**

Question of accepting a gift in the amount of \$100,000 from the USGA in connection with the Official Championship Merchandise program.

On motion it was,

Voted to accept a gift in the amount of \$100,000 from the USGA in connection with the Official Championship Merchandise program.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### **TRANSFER**

Question of authorizing the transfer of \$50,000 from the Boston Athletic Association (BAA) Expendable Trust Fund (TRO2) to the USGA gift account, under the direction of the Recreation Director, for the purpose of providing start-up funding to support the Community Partnership Committee (CPC).

On motion it was,

Voted to authorize the transfer of \$50,000 from the Boston Athletic Association (BAA) Expendable Trust Fund (TR02) to the USGA gift account, under the direction of the Recreation Director, for the purpose of providing start-up funding to support the Community Partnership Committee (CPC).

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

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#### **CHANGE ORDER**

Question of approving GMP Change Order #17/ PCCO 024, with Skanska for the Brookline High School Expansion Project in the net amount of \$0.

On motion it was,

Voted to approve GMP Change Order #17/ PCCO 024, with Skanska for the Brookline High School Expansion Project in the net amount of \$0.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### **CHANGE ORDER**

Question of approving Change Order #8 with CTA for the Brookline High School Expansion Project Tappan Gym and 3rd Floor Renovation in the amount of \$61,651.75.

On motion it was,

Voted to approve Change Order #8 with CTA for the Brookline High School Expansion Project Tappan Gym and 3rd Floor Renovation in the amount of \$61,651.75.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### **CHANGE ORDER**

Question of approving Change Order #4 with NB Kenney for the Brookline High School Expansion Project Deferred Maintenance in the amount of \$18,413.

On motion it was,

Voted to approve Change Order #4 with NB Kenney for the Brookline High School Expansion Project Deferred Maintenance in the amount of \$18,413.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### **AMENDMENT**

Question of approving Amendment #25 with William Rawn Associates for the Brookline High School Expansion Project Additional Design Services for Quad Repairs in the amount of \$135,425.

On motion it was,

Voted to approve Amendment #25 with William Rawn Associates for the Brookline High School Expansion Project Additional Design Services for Quad Repairs in the amount of \$135,425.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### **CHANGE ORDER**

Question of approving Change Order #5 to the contract with Gilbane Building Company for the Driscoll School Project involving additional brick and outdoor floor drain and associated piping in the amount of \$5,508.

On motion it was,

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Voted to approve Change Order #5 to the contract with Gilbane Building Company for the Driscoll School Project involving additional brick and outdoor floor drain and associated piping in the amount of \$5,508.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### **AMENDMENT**

Question of approving an Amendment to the contract with Russo Bar for building envelope repairs and additional design services for three buildings including the new Lincoln School in the amount of \$49,500.

On motion it was,

Voted to approve an Amendment to the contract with Russo Bar for building envelope repairs and additional design services for three buildings including the new Lincoln School in the amount of \$49,500.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### **AMENDMENT**

Question of approving Amendment #17 to the contract with Jonathan Levi Architects for the Driscoll School Project for vibration monitoring for a 12 month period during construction in the amount of \$107,712.

On motion it was,

Voted to approve Amendment #17 to the contract with Jonathan Levi Architects for the Driscoll School Project for vibration monitoring for a 12 month period during construction in the amount of \$107,712. Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### AWARD GRANTED

Question of accepting an award granted by the Massachusetts Department of Public Health to assist the Brookline Department of Health and Human Services with COVID-19 case investigations and contact tracing in the amount of \$342,000. The grantor will allocate \$171,000 each year over a two-year period, FY22 and FY23.

On motion it was,

Voted to accept an award granted by the Massachusetts Department of Public Health to assist the Brookline Department of Health and Human Services with COVID-19 case investigations and contact tracing in the amount of \$342,000. The grantor will allocate \$171,000 each year over a two year period, FY22 and FY23.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### **MASTER LEASE**

Question of executing and approving authorization for a master lease purchase with Santander Bank with an annual cost of \$157,458.33 for 3 years at .79% interest rate, for a total of \$469,476.99 of equipment for the Department of Public Works: 2021 Intimidator Model 15XP Brush Bandit Wood Chipper, 2021 Volvo L120H Front End Loader, 2021 Chevrolet Silverado Med Duty 1 Ton Regular cab Dump Truck.

In Select Board 11/16/2021 Page 5 of 9 On motion it was,

Voted to execute and approve authorization for a master lease purchase with Santander Bank with an annual cost of \$157,458.33 for 3 years at .79% interest rate, for a total of \$469,476.99 of equipment for the Department of Public Works: 2021 Intimidator Model 15XP Brush Bandit Wood Chipper, 2021 Volvo L120H Front End Loader, 2021 Chevrolet Silverado Med Duty 1 Ton Regular cab Dump Truck.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### FY 2022 HOME SUBRECIPEINT AGREEMENT

Question of approving and authorizing the Chair or her designee to execute an amendment to the Town's FY 2022 HOME Subrecipeint Agreement between the Town of Brookline and the WestMetro HOME Consortium.

On motion it was,

Voted to approve and authorize the Chair or her designee to execute an amendment to the Town's FY 2022 HOME Subrecipeint Agreement between the Town of Brookline and the WestMetro HOME Consortium. Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### ALTERNATE MANAGER

Question of approving the following applicant as an alternate manager for NETA: Lucas Costa

On motion it was,

Voted to approve the following applicant as an alternate manager for NETA: Lucas Costa

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### TEMPORARY WINE AND MALT BEVERAGES SALES LICENSE

Question of approving a Temporary Wine and Malt Beverages Sales License to The Larz Anderson Auto Museum to be held on Friday, November 19, 2021 for Luncheon Presentation 6:30PM – 10:30PM at 15 Newton Street. 150 people expected to attend.

On motion it was,

Voted to approve a Temporary Wine and Malt Beverages Sales License to The Larz Anderson Auto Museum to be held on Friday, November 19, 2021 for Luncheon Presentation 6:30PM – 10:30PM at 15 Newton Street. 150 people expected to attend.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

**CALENDAR** 

#### LODGING HOUSE AGENT

Question of approving the application for Lodging House Agent Mr. Sachprect Nehal for 1061 Beacon Street.

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Steve Handler, Property Manager, reviewed Mr. Nehal's qualifications.

On motion it was,

Voted to approve the application for Lodging House Agent Mr. Sachprect Nehal for 1061 Beacon Street. Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### **COMMON VICTUALLER LICENSE**

Question of approving the application of upgrading a Food Vendor to a Common Victualler for Juliellen, LLC. d/b/a Kupel's Bakery at 421 Harvard Street. Hours of operation will be Sunday - Saturday 6:00 am to 6:00 pm. Seating will consist of 12 inside seats.

Julia Ghorboi reviewed the application request. Her restaurant is now take out only with outside seating. She is requesting indoor seating as the business expands.

On motion it was,

Voted to approve the application of upgrading a Food Vendor to a Common Victualler for Juliellen, LLC. d/b/a Kupel's Bakery at 421 Harvard Street. Hours of operation will be Sunday - Saturday 6:00 am to 6:00 pm. Seating will consist of 12 inside seats.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### **SHORT TERM RENTAL PROCESS UPDATE**

Presentation on the short-term rental process.

Question of approving the recommended short-term rental registration fee.

Deputy Town Administrator Melissa Goff provided a presentation.

- Eligibility requirements incorporated in the bylaw
- Required to follow all building, health and fire codes
- No outstanding fees or payments owed to the town or other entities.
- Occupancy requirements around the number of guests that are allowed to stay in a short-term rental.
- Registration fee (\$250.00)

Board member Fernandez spoke on the fee and wondered if it is the right amount. He asked if the board's vote could contemplate potentially some sort of a forbearance or some waiver and/or discount for some that may struggle with the fee. Ms. Goff responded that the fee is compatible to other communities and Brookline will have enforcement practices that some communities do not have; the fees reflect that.

On motion it was,

VOTED: That the Town adopts the following fee schedule for Short Term Rental applications under the provisions of MGL Chapter 40, Section 22F:

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Voted to adopt the proposed Registration Fee of \$275

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### **WARRANT ARTICLES**

Further review and possible reconsideration/vote on the Warrant Articles for the 2021 Fall Town Meeting including but not limited to:

Warrant Article 9 - Marijuana Committee Warrant Article 25 - EV Ready Parking

#### Warrant Article 9 - Marijuana Committee

Board member VanScoyoc provided an update. The Advisory Council on Public Health (ACPH) reviewed articles 7, 8 and 9 related to marijuana. He found their reasoning on Article 9 compelling. They took a critical view of the proposed commitment to a moderator's study committee and the language that was being used to describe the study, how this study group would be set up, and the objectives of the study. In addition, as professionals in their fields they said it just does not measure up to how they would envision the study on cannabis impacts in the community.

Town Meeting member Scott Ananian offered a referral recommendation based the recommendations of the ACPH.

Co-petitioner, Petitioner Alok Samani announced that the petitioners will be moving forward with the Advisory Committee's recommendation on Article 9 which refers the committee to a Moderator's committee that will have a diverse set of expertise and views. This team of experts will assess work done by others and incorporate what that data is saying to engage with the community and to review lessons learned from other towns and cities and find a path that balances licensing with reasonable restrictions. He expressed concerns on funding the committee's work.

Co-petitioner Susan Park also addressed funding mechanisms. It has been noted the Health Department has been considerably underfunded and under staffed and hopes they can take on this committee task. She also feels that a Moderator's Committee would be more diverse in the membership.

Chair Hamilton added that they might be able to use cannabis mitigation funding for some of the expenses. Town Counsel will review that as a use of those funds. She also supports diverting from creating another committee.

On motion it was,

Voted to reconsider article 9.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

Voted 5-0 Favorable Action on Article 9 as submitted by Scott Ananian.

That the subject matter of Warrant Article 9 be referred to the Advisory Council on Public Health; with a recommendation that the ACPH collaborate with the Brookline Department of Public Health on a community-based study or studies of marijuana's public health impacts, with particular attention to, but not limited to, mental health impacts on underage populations; and a further recommendation that funding as needed for staff and consultant services for cannabis impact studies be included in the Health Department's FY23 budget

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request, from sources including but not limited to cannabis mitigation funds.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### Warrant Article 25 - EV Ready Parking

Ms. Goff reviewed that article 25, the referral motion offered by the advisory committee, is now supported by the teachers.

Chair Hamilton added it appears all parties agree on the Advisory Committee's recommendation.

On motion it was,

Voted 5-0 favorable action on the Advisory Committee's recent recommendations of referral on article 25 to the Department of Planning and Community Development for further refinement and clarification and that it report its findings and recommendations to the 2022 Annual Town Meeting.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### **BOARDS AND COMMISSIONS - APPOINTMENTS**

The following candidates for appointment/reappointment to Boards and Commissions:

Commission on Disability

On motion it was,

Voted to reappoint James Miczek to the Commission on Disability for a term ending August 31, 2024 or until a successor can be appointed.

Voted to reappoint Henry Winkelman to the Commission on Disability for a term ending August 31, 2023 or until a successor can be appointed.

Voted to reappoint Robert Heist to the Commission on Disability for a term ending August 31, 2024 or until a successor can be appointed.

Voted to reappoint Ann Kamensky to the Commission on Disability for a term ending August 31, 2024 or until a successor can be appointed.

Voted to reappoint Joan Mahon to the Commission on Disability for a term ending August 31, 2023 or until a successor can be appointed.

Voted to reappoint Elaine Ober to the Commission on Disability for a term ending August 31, 2023 or until a successor can be appointed.

Voted to appoint Shawn O'Neill for a term ending August 31, 2025 or until a successor can be appointed.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### 3.A.

In Select Board 11/16/2021 Page 9 of 9 IRIS HOTEL LICENSE PUBLIC HEARING - POSTPONED

Question of approving the application of a new Inn Holder License for E.K. Webster Corp. d/b/a Iris Hotel Boston at 30 Webster Street

Question of approving the application of a new All Alcoholic Beverages License for E.K. Webster Corp. d/b/a Iris Hotel Boston at 30 Webster Street. Proposed manager of record is Wagner Quintanilha. Proposed Operating Hours of operation will be Sunday – Saturday 6:00 am to 1:00 am. Proposed Alcoholic beverage service hours are Hours of operation will be Sunday – Saturday 10:00 am to 1:00 am.

Question of approving the application of a new Common Victualler License for E.K. Webster Corp. d/b/a Iris Hotel Boston at 30 Webster Street. Proposed Operating Hours of operation will be Sunday – Saturday 6:00 am to 1:00 am. Proposed Alcoholic beverage service hours are Hours of operation will be Sunday – Saturday 10:00 am to 1:00 am. Seating will consist of 60 inside and 20 outside.

Question of approving the application of Alternate manager Elena Kavanagh for E.K. Webster Corp. d/b/a Iris Hotel Boston at 30 Webster Street.

Question of approving the application of an Entertainment license which will consist of Radio, recorded music and televisions Saturday - Sunday 12:00PM – 11:00PM, live music Thursday – Sunday 6:00PM – 10:00PM.

There being no further business, the Chair ended the meeting at 6:38 pm.

**ATTEST** 



## Town of Brookline

Massachusetts

## Authorization To Hire Request Form

1.	Position TITLE: Assistant Payroll Director Grade: T-7
2.	Department: Finance Division: Payroll
3.	Position Control #: 158000014 Prior Incumbent: Reclassified Position
	a. Reason for Leaving: Promotion of Incumbent
4.	Budgetary Information:
	Department Code: 1500 Budget Code: 15001582 510101 % 100
	Grant Funded-Name of Grant: Revolving Fund Enterprise Fund
6.	Employment Type:
	✓ Full-Time: # of hours/week: 37.5 Part-Time: # of hours/week:
	Permanent Temporary: expected end date (required)
7.	Method of Fill:
	Promotion – To be Posted Internally from:/to/to
	✓ New Hire ☐ Transfer – Please explain:
8.	List the top three essential functions of this position:
	1. Attention to Detail
	2. Communication skills; verbal & written
	3. Reviewing payroll entries diligently & correcting errors
9.	I have considered the following alternatives to filling this position:
10	. The alternatives are less desirable than new hire action for the following reasons:-continued or reverse side-

#### Assistant Payroll Director

## Authorization To Hire Request Form

11. Suggested sources for specialized recruitment adver	tising: (other than local papers)		
Human Resources will work closely with the department to post	the position widely with recruiting websites and		
multiple targeted affinity group job boards, professional groups and diversity recruiting sites.			
12. Please attach the current position description.			
13. Signatures:			
Department Head Signature:  Human Resources Director:  Town Administrator:	Date:		
	·		
14. Approvals:			
Date on BOS Agenda:	Date Approved:		

15. Notes:

#### ASSISTANT PAYROLL DIRECTOR

Grade: T-7

#### **Position Purpose:**

The purpose of this position is to perform complex, administrative, supervisory, and professional work assisting in the management and operation of all activities related to Payroll administration and Payroll management for the Town of Brookline, acting in place of the Payroll Director as required; and all other related work as required.

#### Supervision:

Supervision Scope: Performs highly technical and responsible duties requiring considerable independent judgment and knowledge of knowledge of Town and School practices, payroll related laws and regulations and human resource and collective bargaining unit rules, regulations, practices and requirements.

Supervision Received: Works under the administrative direction of the Payroll Director and broad supervision of the Finance Director/Treasurer in accordance with Massachusetts General Laws, town bylaws and policies, and relevant federal/state/local regulations and standards. Resolves procedural problems independently, keeping supervisor informed of progress, problems, and requesting assistance with unusual situations that do not have clear precedents. The Assistant Payroll Director may perform the duties of the Payroll Director in their absence as needed.

Supervision Given: Supervises Payroll staff in Director's absence, and regularly assigns, coordinates and reviews work. Provides guidance to independent town and school departmental payroll/human resource personnel.

#### Job Environment:

Work is performed under typical administrative office conditions. Essential functions are regularly performed without exposure to adverse environment conditions.

Operates computers, printers, facsimile machine, copier, telephone, calculator, typewriter, and other standard office equipment.

The Assistant Payroll Director has regular daily contact with personnel and town/school offices as well as periodic contact with the contributory retirement system personnel and other payroll withholding and/or deduction agents.

The Assistant Payroll Director has access to extensive confidential information throughout the Town and School Department.

Errors in administration and judgment could significantly affect the Town's fiscal resources, could have legal repercussions and could result in harmful employee relations and confidence.

#### **Essential Functions:**

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

Assists the Payroll Director in the development, implementation and administration of payroll policies, practices and objectives for the Town and Schools in accordance with departmental, collective bargaining, federal, state and local rules and regulations.

Assists the Director in monitoring payroll practices to ensure compliance with the aforementioned rules and regulations.

Town of Brookline, MA Assistant Payroll Director -Treasurer – Collector Created November 2021 Determines and directs or conducts training for departmental personnel in payroll procedures; works with the Director to maintain and update the payroll standard operations procedure manual and related training.

Directs the preparation of information requested or required for compliance by the Payroll Director. Acts as a secondary contact with outside government agencies, health insurance providers, deferred compensation providers, and outsource payroll processing service bureau.

Maintains and updates the Massachusetts Teachers Retirement System (MTRS) deduction records in collaboration with School HR.

Participates in the periodic wage and salary updates to the database, changes in employee records and other normal maintenance requirements.

Assists with the periodic calculations related to global adjustments such as retroactive pay adjustments, vacation, sick leave and personnel leave banks and costing out various collective bargaining proposals.

Process and file quarterly tax reporting, Form 941.

Works closely with Human Resources to assist in maintaining and monitoring payroll related town/school benefit programs, leave policies and procedures, payroll related collective bargaining contract issues, and other related payroll practices such as workers compensation, family and medical leave act, fair labor standards, COBRA rules, compensatory time rules and regulations.

Keeps the Payroll Director informed of significant problems that jeopardize the achievement of objectives, the Town's internal controls and other issues at the departmental management level.

Accurately reviews payroll data entry and coordinates with departmental payroll clerks to obtain payroll and personnel data from departments. Answers and researches questions in regards to the data entry of payroll processing. Performs other Payroll Coordinator duties as needed.

Processes the payroll and performs the actions for the Treasurer/Collector division.

Assists the Payroll Director in all functions of the Payroll Division as required. Serves as the acting Payroll Director in the absence of the Payroll Director and assumes responsibilities for all department functions.

Keeps abreast of the payroll processing systems, changes in wage and tax laws and collective bargaining agreements.

Performs similar or related work as required, directed or as situation dictates.

#### **Recommended Minimum Qualifications:**

#### Education, Training, and Experience:

Bachelor's degree in business administration, finance, human resources, or public administration; three to five years of experience in a municipal payroll unit or similar directly related functions; supervisory experience; municipal and/or non-profit experience preferred; or any equivalent combination of education, training, and experience that provides the requisite knowledge, skills, and abilities for this job. Must have excellent Excel skills, with knowledge of pivot tables, vlookup and complex calculations.

#### Knowledge, Ability and Skill:

*Knowledge:* Knowledge of Munis payroll systems and popular standard computer applications for database, spreadsheet, and word processing operations. Generalist background with broad knowledge of employment, compensation procedures, employee benefits and deductions administration, employee relations, training and database administration functions. Knowledge of Federal IRS, Massachusetts Payroll Tax, Social Security/ Medicare tax, and other payroll related Federal and State regulations.

Town of Brookline, MA Assistant Payroll Director -Treasurer – Collector Created November 2021 Ability: Demonstrated ability to deal with external service providers such as group health carriers, deferred compensation providers, computer services providers, financial management systems providers and other related non-regulatory contractors.

Skill: Well developed administrative and management skills in a multi departmental or divisional environment. Good communications and human relations skills are also essential. Skill in working with mathematics, statistics, and details.

#### Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Tasks require the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5 – 10 pounds). Regularly required to walk, stand, sit, talk, and hear; operate objects, tools, or controls; pick up paper, files, and other common office objects. Communicates verbally and in writing. Vision and hearing at or correctable to normal ranges. Ability to operate a keyboard and calculator at an efficient speed.

(This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.)



## Town of Brookline

Massachusetts

## Authorization To Hire Request Form

1.	. Position TITLE: Finance Assistant	Grade: <u>C-8</u>	
2.	Department: Finance	Division: Treasury	
3.	3. Position Control #: 158000015	Prior Incumbent: Reclassified Position	
	a. Reason for Leaving: Transfer		
4.	Budgetary Information:		
	Department Code: 1500 Budget Code: 150	001580 510101	<u>% 100</u>
	☐ Grant Funded-Name of Grant:	Revolving Fund	☐ Enterprise Fund
6.	i. Employment Type:		
	✓ Full-Time: # of hours/week: 37.5	Part-Time: # of hours/we	ek:
	☐ Permanent ☐ Temporary: expected end date	(required)/	
7.	. Method of Fill:		
	✓ Promotion – To be Posted Internally fr	rom: to	
	✓ New Hire ☐ Transfer – Please expl	ain:	
8. List the top three essential functions of this position:			
	1. Attention to Detail		
2. Customer service/communication skills			
	3. Ability to multi-task		
9.	I have considered the following alternatives to filling	ng this position:	
10	The alternatives are less desirable than new him reverse side-	e action for the following r	easons:-continued or

Finance Assistant

## Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)			
Human Resources will work closely with the department to post t	he position widely with recruiting websites and		
multiple targeted affinity group job boards, professional groups and diversity recruiting sites.			
12. Please attach the current position description.			
13. Signatures:	·		
Department Head Signature:	Date: ///////21		
Human Resources Director:	Date:		
Town Administrator:	Date:		
14. Approvals:			
Date on BOS Agenda:	Date Approved:		

15. Notes:

#### **Finance Assistant**

**Grade: C-8** 

#### **Position Purpose:**

The purpose of this position is to perform administrative and financial work consisting of auditing and posting Real Estate, Personal Property, Water, Refuse, Tax Titles, and Deferrals into a database, and verifying, depositing, recording and cataloging municipal revenue. Performs diversified duties in support of other divisions within the Finance Department as needed and assigned. Performs all other related work as required.

#### **Essential Functions:**

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

Responsible for daily balancing and depositing of departmental receipts and payments of municipal bills.

Verify and process cash receipts; enter data into the accounting system; generates receipt reports; maintains receipts and reports and forwards to the Comptroller.

Conducts research and generates correspondence to resolve misapplied payments, posting errors and billing errors; tracks unidentifiable electronic payments.

Assists Treasurer and Assistant Treasurer with monthly bank deposit reconciliation. Reconciles excise tax and maintain records.

Verify check and ACH files, transfer funds and submit wires for payments and print vendor check warrants. Void checks online for Vendor, School and Town Payroll accounts. Maintain file of bank statements.

Research payments posted from the Collector's Office and checks issued from the town payroll or vendor accounts.

Update accounts receivable with data from refunds, abatements, bounce payments, and transfers.

Provide assistance to taxpayers, mortgage companies, law firms, as well as other Town departments regarding payments; by telephone and via email and research issues as needed.

Provide assistance and backup to the Assistant Collector for data entry, research, status of funds and file maintenance of Tax title.

3.C.

Separate and process payments whether by credit card, lockbox, Invoice Cloud, or cash at the window for Real Estate, Personal Property, Water, Refuse and Excise Tax bills according to established procedure.

Processes and maintains Treasurer, Collector and Payroll's office supplies and expenses. Sends payments to vendors upon receipt of services or supplies.

Responsible for general shared duty of responding to office mail, email, and voicemail.

Attend training, as needed.

Cross-trained to perform functions of other finance department office staff as needed and assigned.

Performs similar or related work as required, directed or as situation dictates.

#### **Supervision:**

Supervision Scope: Performs varied and responsible functions requiring a thorough knowledge of departmental operations, policies, procedures and practices.

Supervision Received: Works under the direct supervision of the Assistant Treasurer, Assistant Collector and broad supervision of the Finance Director.

#### **Work Environment:**

Work is performed in an office environment. Majority of work is performed in a moderately noisy work environment.

Operates computer, printer, telephone, copier, and all other standard office equipment.

Makes frequent contact with taxpayers, mortgage companies and lawyers as well as other town departments regarding payments and researching missing, duplicate or misapplied payments.

Employee has access to confidential financial information.

Errors could result in delay or loss of service, possible monetary loss and possible legal ramifications.

#### **Recommended Minimum Qualifications:**

#### Education, Training and Experience:

Associate's degree in Accounting, Business Administration or Finance; Bachelor's degree preferred plus at least two years of office, municipal or banking experience including cash

Town of Brookline, MA Finance Assistant – Treasury Updated 11/10/2021 receipts, bank statements, deposits and accounts receivable experience preferred; or any equivalent combination of education, training, and experience.

#### Knowledge, Ability and Skill:

Knowledge: Knowledge of office practices and procedures; knowledge of basic accounting and bookkeeping principles, computer applications used to perform the operations of the department; familiarity with Accounts Receivable. Knowledge of MUNIS, VADAR, popular word process and spreadsheet software, Internet research, and Laser fiche.

Ability: Ability to organize time and accomplish tasks with accuracy and attention to detail. Ability to meet deadlines. Ability to communicate effectively in written and oral form; ability to multi-task; ability to keep work current; must be discreet and trustworthy. Ability to utilize personal computers and popular word processing and spreadsheet applications. Ability to research, track and resolve accounting or documentation problems and discrepancies.

*Skill:* Expertise and skill in utilizing personal computers, popular word processing and spreadsheet applications. Strong problem-solving skills and organizational skills. Excellent customer service and interpersonal skills Skill in all of the above listed tools and equipment.

#### Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to work at a desk for at least 75% of the time; regularly communicate with taxpayers and town employees; regularly move about inside the office to access file cabinets and office machinery; traverse stairs, make bank runs. The employee must occasionally lift and/or move objects weighing up to 15 pounds, such as supplies, folders and books. Ability to operate a keyboard and calculator at efficient speed and to view computer screens for extended periods of time. Ability to discern numerical details.

(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)



## TOWN OF BROOKLINE DEPARTMENT OF PUBLIC HEALTH

11 Pierce Street, Brookline, Massachusetts, 02445 Telephone: (617) 730-2303 Facsimile: (617) 730-2296 Email: pmaloney@brooklinema.gov

Patrick J. Maloney, MPAH, CHO, RS Acting Commissioner of Public Health & Human Services

November 17, 2021

Memo: Authorization to hire 2 case investigators/epidemiologists

To: Brookline Select Board

Attn: Heather Hamilton, Chair of the Brookline Select Board

Chair Hamilton,

The Department of Public Health and Human Services seeks the authorization to hire two case investigators/epidemiologists to assist our local health department with COVID-19 case investigations and contact tracing. They will work in our Division of Public Health Nursing/Epidemiology.

Under the supervision of the Public Health Nurse, the two employees will provide support for surveillance, contact tracing, data collection, isolation and quarantine processes. These positions are funded by a grant from Massachusetts Department of Public Health (MDPH) for two years (FY22 & FY23).

Thank you for considering this request.

Sincerely,

Patrick J. <del>Maloney, MPAH,</del> CHO, RS

Acting Director of Health and Human Services



## Town of Brookline

Massachusetts

## Authorization To Hire Request Form

1.	Position TITLE: Case Investigator/Epidemiologist Grade: T-5
2.	Department: Public Health & Human Services Division: Public Health Nursing/Epidemiol
3.	Position Control #: 510000033 Prior Incumbent: N/A
	a. Reason for Leaving:
4.	Budgetary Information:
	Department Code:         HA 0000         Budget Code:         5100SH62 510101         % 100
	☑ Grant Funded-Name of Grant: Reopen Loc Hith Sup ☐ Revolving Fund ☐ Enterprise Fund ☐ Funded-Name of Grant: Reopen Loc Hith Sup ☐ Revolving Fund ☐ Enterprise Fund ☐ Ent
6.	Employment Type:
	✓ Full-Time: # of hours/week: 37.5 Part-Time: # of hours/week:
	✓ Permanent ☐ Temporary: expected end date (required)///
7.	Method of Fill:
	Promotion – To be Posted Internally from:/ to/to
	✓ New Hire ☐ Transfer – Please explain:
8.	List the top three essential functions of this position:
	1. Obtain & review patient demographic, clinical, and risk information to determine priorities
	2. Initiate prompt communication with patients diagnosed with COVID-19, provide instruction
	3. Maintain prioritization, prompt action, and attention to detail in documentation and data
9.	I have considered the following alternatives to filling this position:
10	). The alternatives are less desirable than new hire action for the following reasons:-continued or reverse side-

- continued on the reverse side -

Page 2

Case Investigator/Epidemiolog

## Authorization To Hire Request Form

11. Suggested sources for specialized recruitment adverti	sing: (other than local papers)			
Human Resources will work closely with the department to post th	ne position widely with recruiting websites and			
multiple targeted affinity group job boards, professional groups and diversity recruiting sites.				
12. Please attach the current position description.				
13. Signatures:	13. Signatures:			
Department Head Signature:	Date: /////z/			
Human Resources Director:	Date:			
Town Administrator:	Date:			
14. Approvals:				
Date on BOS Agenda: Date Approved:				

15. Notes:



## Town of Brookline

Massachusetts

## Authorization To Hire Request Form

1.	Position TITLE: Case Investigator/Epidemiologist Grade: T-5
2.	Department: Public Health & Human Services Division: Public Health Nursing/Epidemiol
3.	Position Control #: 510000034 Prior Incumbent: N/A
	a. Reason for Leaving:
4.	Budgetary Information:
	Department Code:         HA 0000         Budget Code:         5100SH62 510101         % 100
	☑ Grant Funded-Name of Grant: Reopen Loc Hith Sup  □ Revolving Fund □ Enterprise Fund
6.	Employment Type:
	✓ Full-Time: # of hours/week: 37.5 Part-Time: # of hours/week:
	Permanent Temporary: expected end date (required) 12 / 31 / 23
7.	Method of Fill:
	Promotion – To be Posted Internally from:/ to/
	✓ New Hire ☐ Transfer – Please explain:
8.	List the top three essential functions of this position:
	1. Obtain & review patient demographic, clinical, and risk information to determine priorities
	2. Initiate prompt communication with patients diagnosed with COVID-19, provide instruction
	3. Maintain prioritization, prompt action, and attention to detail in documentation and data
9.	I have considered the following alternatives to filling this position:
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Page 2

Case Investigator/Epidemiolog

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Human Resources will work closely with the department to post the position widel	y with recruiting websites and		
multiple targeted affinity group job boards, professional groups and diversity recru	uiting sites.		
12. Please attach the current position description.			
13. Signatures:			
Department Head Signature:	_ Date:		
Human Resources Director:	Date:		
Town Administrator:	Date:		
14. Approvals:			
Date on BOS Agenda: Date Approved:			

15. Notes:

## Memorandum



**To:** Mr. Mel Kleckner, Town Administrator

CC: Ms. Melissa Goff, Deputy Town Administer

From: Lt Paul J. Cullinane

**Date:** 11/18/2021

**Re:** Sanad M. Ishtiwi/Alternate Manager Sanctuary

Sir,

Mr. Sanad M. Ishtiwi, has submitted an application to be approved as an Alternate Manager/Marijuana Dispensary. Ms. Ishtiwi, a Massachusetts native has been employed by Sanctuary Medicinal's since February 2019. He has been employed by Sanctuary both in Massachusetts's and Florida, most recently in Orlando Florida as a Training Coordinator and has already been approved by the CCC.

A check of his Criminal History Record reveals no disqualifying information, and an in-house check of her name reveals no significant occurrences. He is a graduate of the Massachusetts's College of Pharmacy

Mr. Ishtiwi appears to be a suitable applicant for employment as an Alternate Manager at Sanctuary Medicinals.



## TOWN OF BROOKLINE

Massachusetts

MARIJUANNA RETAILER

MANAGER/ALTERNATE MANAGER

APPLICATION

LICENSE NAME: MR281950 DISPENSARY NAME: Sanctuary Medicinals ADDRESS: 1351 Beacon St. Brookline MA, 62446
MANAGER INFORMATION:
NAME: Sanad Tehtiwi CELL PHONE NUMBER
HOURS PER WEEK 30-40 CCC CREDENTIAL NUMBER 126 10 7  U.S. CITIZEN  VES  NO
BACKGROUND INFORMATION:
A. Do you now, or have you ever, held a direct or indirect, beneficial or financial interest in a  Marijuana Dispensary?  YES  NO  If Yes, please describe:
B. Have you ever been a Manager of Record of a Marijuana Retail License which has been
suspended, revoked or cancelled? YES NO  C. Please list your employment for the past ten years (Dates, Employer, Positon Held
2019 to Current - Sanctuary Medicinals: Bud Tender, GM, Operations
2017 to 2019 - Tender Heart Vet Care & Client Service Rep.
2015 to 2017 - The hockport Group! Account Service Manager
2011 to 2015 - Grand Circle Truvel: Air Travel Specialist



## **TOWN OF BROOKLINE**

Massachusetts

# MARIJUANNA RETAILER MANAGER/ALTERNATE MANAGER LICENSE INTERVIEW FORM

LICENSE TYPE MR281950
NAME: Sanad Ishtiwi
ADDRESS: 27 Ridge Ave. Athol MA 0 1331
CITY/TOWN: Athal
E-MAIL: Sightiwi @ Sanctuary med. com
CELL PHONE: 978 - 895-3579
PLACE OF BITH: Washing ton D.C.
PLACE OF BITH: Washing ton D.C.  FATHERS NAME: Monangd Ishti MOTHERS NAME (MAIDEN): Comaya Muh Zer
UNITED STATES CITIZEN STATUS: YES NO
VETERENS STATUS: YES (No
RESIDENCES (LAST FIVE YEARS):
927 Alle A. Alle MA 01231 251015
98 Cythesine St Gardner MA 01331 2.5 years
to continue of outstand your start to years
EDUCATION:
North Central Charter Essential School
Muss College of Physmacy



## TOWN OF BROOKLINE

Massachusetts

#### **EMPLOYMENT HISTORY:**

2019 - Current: Sancturry Medicinals	
2017 - 2019 & Tender Heart Vet Care	
2015-2017: The hockport Grosp	
2015-2017: The hockport Grosp 2011-2015: Grand Circle Truvel	

SIGNATURE:

DATE: 10/18/21

PLEASE PROVIDE THREE CHARACTER REFERENCES

## SANAD ISHTIWI —

#### CONTACT



#### INDUSTRY RELEVANT SKILLS

- 7+ Years cash handling experience
   3+ Years Biotrack POS experience
- . 3+ Years METRC experience
- Extremely Proficient in Microsoft suite, including Excel
- . Fluent in MA medical and adult use laws
- . Fluent in FL medical marijuana laws
- Fluent in using the FL state
   Medical Marijuana Use Registry
- Trained in proper cannabis dosing
- Trained in HIPAA compliance

#### **EDUCATION**

Massachusetts College of Pharmacy and Health Sciences University Boston, MA 2010 - 2014

#### **EXPERIENCE**

#### FLORIDA TRAINING & HR COORDINATOR

Sanctuary Medicinals LLC Orlando, FL / December 2020 - Present

#### Responsibilities include:

- Attracting, hiring and developing top talent ahead of new tore opening
- · Creating the structural framework for the training program currently used in 3 states
- · Coordinate the fingerprinting and onboarding of new team members
- · Work closely with all members of the corporate HR team to develop and launch benefit , company wide initiative and incentive program
- · Mediate and resolve interpersonal conflicts at a retail level, influencing a positive workplace culture

#### MULTI-UNIT DISPENSARY GENERAL MANAGER

Sanctuary Medicinals LLC Littleton, MA / February 2019 – December 2020

#### Responsibilities included:

- Over eeing daily di pen ary operation for two recreational retail tore
- · Assuming full P&L responsibility, strategizing to improve key metrics
- · Maintaining company and state mandated compliance policies
- Facilitating an exceptional guest or medical patient experience Attracting, hiring and developing top talent
- Acting as a community liaison between the company and local government bodies, law enforcement agencies and charitable organizations
- · Overseeing DOH inspections

#### ACCOUNT REPRESENTATIVE

The Rockport Group West Newton, MA / January 2017 March 2019

#### Responsibilities included

- · Overseeing multiple high profile corporate accounts
- · Offer exceptional white glove service to clients in a fast paced environment
- Assist accounts with questions or concerns
   Daily use of SAP systems as well as the Microsoft suite

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# ALTERNATE MANAGER RECOMMENDED IN TOWN LIQUOR LICENSE POLICIES

- (1) APPLICATION DOES NOT NEED TO BE FILLED OUT ON LINE WITH ABCC N/A
- (2) APPLICATIONS AVAILABLE IN THIS OFFICE (SEE ATTACHED)
  - a. Alternate Manager's Form with attachments
    - i. Cori Release Form (see attached policies)
    - ii. Fingerprinting (see attached information)
    - iii. Three (3) signed letters of reference
    - iv. Vote of Corporation (Select Board Vote)
    - v. Valid Identification (State driver's license, passport, etc)
    - vi. IN-PERSON class for the safe service of alcohol certification N/A
    - vii. Proof of Citizenship (birth certificate/passport/naturalization papers/voter registration).
    - viii. Crowd Manager Certification from the Massachusetts Department of Fire Services (Manager of Record If there is a bar regardless of number) N/A

### 3.F.

#### TOWN OF BROOKINE

#### **ALTERNATE MANAGER'S APPLICATION**

ALL PROPOSED MANAGERS ARE REQUIRES TO COMPLETE A PERSONAL INFORMATION FORM (ATTACHED) AND SUBMIT A COPY PF THE CORPORATION VOTE AUTHORIZING THIS ACTION AND ALTERNATE MAANGER.

1. LICENSEE INFORMATION:					
Legal Name of Licensee:	Legal Name of Licensee: Business Name (dba):				
Address:	Address:				
City/Town:	State:	z	ip:		
ABCC License Number: (if existing licensee)					
2. MANAGER INFORMATION	N:				
A. Name: B. Cell Phone Number: C. List the number of hours per week you will spend on the licensed premises:					
3. CITIZENSHIP INFORMATION	ON:				
A. Are you a U.S. Citizen: Yes  C. Court of Naturalization:	No B. Date of Naturalization:				
(Submit proof of citizenship and	I/or Naturalization such as Voter's Certificate, Birth Certi	ficate o	r Naturalization Papers)		
4. BACKGROUND INFORMA	TION:				
A. Do you now, or have you eve in a license to sell alcoholic beve	r, held any direct or indirect, beneficial or financial intereseas?	est	Yes No		
If yes, please describe:					
B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that  Have been suspended, revoked or cancelled?  Yes No					
If yes, please describe:					
C. have you ever been the Manager of record of a license that was issued by this Commission?  Yes No					
If yes, please describe:					
D. Please list your employment for the past ten years (Date, Position, Employer, Address, and Telephone:					
I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:					
Signature		Date			



## LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYIN	IG FOR:			
NAME:				
ADDRESS:				
71001111001				
EMAIL ADDRESS:				
PHONE #:				
PLACE OF BIRTH:				
FLACE OF BIRTH.				
FATHER'S NAME:		MOTHER'S MAID	DEN NAME:	
ARE YOU A CITIZEN?	YES	NO	ALIEN CARD #	
ARE YOU A VETERAN:	VEC	NO		
ARE TOO A VETERAIN.	TES	NO		
RESIDENCES FOR LAST FIV	/E YEARS			
DATE:	LOCATION:			
DATE:	LOCATION:			
DATE:	LOCATION:			
DATE:	LOCATION:			
DATF.	I OCATION:			

<u>EDUCATION</u>			
DATE:	LOCATION:		
EMPLOYMENT HISTORY			
DATE:	LOCATION:		POSITION
SIGNATURE:		DATE:	

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

Page: 33



### **VOTE OF CORPORATION**

DATE:	
AT A MEETING OF THE BOAR	O OF DIRECTORS OF
HELD AT:	ON:
IT WAS DULY VOTED THAT THE TOWN OF BROOKLINE FOR A	E CORPORATION APPLY TO THE LICENSING BOARD FOR THE
	(TYPE OF LICENSE)
FOR THE YEAR	TO BE EXERCISED ON THE PREMISES LOCATED AT
	то
SIGN	
THE APPLICATION FOR THE LI	CENSES IN THE NAME OF
	AND TO EXECUITE ON ITS
BEHALF ANY NECESSARY PAP GRANTING OF THE LICENSE.	ERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE
THIS CORPORATION HAS	BEEN RESOLVED.
A TRUE COPY	
ATTEST:	
CLERK	

## <u>APPENDIX A</u> - CORI Acknowledgment Form

Applicant - Position:	Department/l	_icense:
Volunteer - Position:	Department:	······································
Employee - Position:	Department:	
Contractor - Company Name		
he Town of Brookline is registered under creening current and otherwise qualipplicants, current licenses, and applican mployee, subcontractor, volunteer, licensousing, I understand that a CORI check wase of certain license applicants subject cknowledge and provide permission to Truthorization is valid for one year from the roviding The Town of Brookline with wrmployment, volunteer, and licensing pur hecks within one year of the date this Fonust first provide me with written notice	fied prospective employees, substances for the rental or lease of housing applicant, current licensee, or a will be submitted for my personal in the tot of ingerprint-based background Town of Brookline to submit a Coldate of my signature. I may withdratiten notice of my intent to withdration poses only: The Town of Brookling was signed by me provided, house	ocontractors, volunteers, license ng. As the prospective or current pplicant for the rental or lease of formation to the DCJIS (and in the nd checks, to the FBI). I hereby DRI check for my information. This we this authorization at any time by aw consent to a CORI check. For the may conduct subsequent CORI wever, that The Town of Brookline
consent to a CORI check and acknowledge and accurate.  Applicant/Employee/Volunteer/Contractor S		day's Date
Applicant/Volunteer/Employee/Contractor I	nformation (Please Print)	
_ast Name:	,	MI:
	First Name:	
Current Address:	First Name:	
Current Address:	First Name:	
Current Address: Former Address(es): Maiden Name or Alias ( <i>If Applicable</i> ):	First Name:Place of Bir	th:
Current Address:  Former Address(es):  Maiden Name or Alias ( <i>If Applicable</i> ):  Date of Birth:	First Name:Place of BirPlace of BirPlace of Social Security Num	th:
Current Address: Former Address(es): Maiden Name or Alias (If Applicable): Date of Birth: Sex: Height:ftir State Driver's License Number (Include State)	First Name:  Place of Bir  Last 6 digits of Social Security Num  Race:  ID Theft	th: nber: r: Index PIN*:
Current Address:  Former Address(es):  Maiden Name or Alias ( <i>If Applicable</i> ):  Date of Birth:  Sex: Height:ftir  State Driver's License Number ( <i>Include State</i> )	First Name:Place of Bir  Last 6 digits of Social Security Num  n. Race: Eye Colo ID Theft	th: nber: r: Index PIN*:
Last Name:  Current Address:  Former Address(es):  Maiden Name or Alias (If Applicable):  Date of Birth:  Sex:  Height:  State Driver's License Number (Include State)  List any other name(s) or dates of birth that ap  Mother's Full Maiden Name:	First Name:Place of Bir  Last 6 digits of Social Security Num  n. Race: Eye Colo ID Theft	th: nber: r: Index PIN*:
Current Address:  Former Address(es):  Maiden Name or Alias (If Applicable):  Date of Birth:  Sex:  Height:  State Driver's License Number (Include State)  List any other name(s) or dates of birth that ap	First Name:  Place of Bir  Last 6 digits of Social Security Num  Race:  ID Theft  pear in DCJIS's database:  Father's Name:  equired and only for those applicants wigencies are required to provide all app	th: nber:  r: Index PIN*:  ho have been issued an Identity Theft
Current Address:	First Name:  Place of Bir  Last 6 digits of Social Security Num  Race:  ID Theft  pear in DCJIS's database:  Father's Name:  equired and only for those applicants wigencies are required to provide all app	th: nber:  r: Index PIN*:  ho have been issued an Identity Theft
Current Address:	First Name: Place of Bir Last 6 digits of Social Security Num n. Race: Eye Colo ID Theft pear in DCJIS's database: Father's Name: equired and only for those applicants wigencies are required to provide all app RI request process.	th: nber:  Index PIN*:  ho have been issued an Identity Theft blicants the opportunity to include this
Current Address:  Former Address(es):  Maiden Name or Alias (If Applicable):  Date of Birth:  Sex:  Height:  State Driver's License Number (Include State)  List any other name(s) or dates of birth that ap  Mother's Full Maiden Name:  The Identify Theft Index PIN Number is not re ndex PIN Number by the DCJIS. Certified a nformation to ensure the Accuracy of the COR  ***For Official Use Only***  I certify that the foregoing person was id	First Name: Place of Bir Last 6 digits of Social Security Num  h. Race: Eye Colo ID Theft pear in DCJIS's database: Father's Name: equired and only for those applicants wigencies are required to provide all applications are required to provide all applications.	th: nber:  r: Index PIN*:  no have been issued an Identity Theft blicants the opportunity to include this  Policy using the following form of (List ID Type)



## **TOWN of BROOKLINE**

## Massachusetts

**BOARD OF SELECTMEN** 

KENNETH M. GOLDSTEIN, Chairman NANCY A. DALY BETSY DEWITT NEIL A. WISHINSKY BENJAMIN J. FRANCO

MELVIN A. KLECKNER Town Administrator 333 WASHINGTON STREET BROOKLINE, MASSACHUSETTS 02445 (617) 730-2200 FAX: (617) 730-2054 www.townofbrooklinemass.com

#### **CORI POLICY: LICENSING**

This Policy governs criminal record background checks the Town conducts in connection with applications for Town-issued occupational licenses.

This CORI Policy applies to all boards, commissions, and employees serving as the licensing authority for the Town of Brookline with regard to occupational licenses, and all Town employees who assist with occupational license applications.

As used in this Policy, "CORI" refers to records obtained as the result of criminal record background checks conducted by the Federal Bureau of Information ("FBI") and any information that is recorded as the result of the initiation of criminal proceedings or any consequent related proceedings, including, but not limited to, Massachusetts Board of Probation ("BOP") records and other information available from the Department of Criminal Justice Information Systems ("DCJIS"), fingerprints, photographs, and other identifying data that is recorded as the result of the initiation of criminal proceedings.

1. <u>Generally</u>. CORI checks shall be conducted for the sole purpose of making suitability determinations and only by persons authorized to do so under this Policy and applicable law. CORI checks shall be conducted in a manner that conforms with this Policy and with all applicable federal, state and local laws, regulations, and by-laws.

Fingerprint-based CORI checks shall be conducted of applicants for the following occupational licenses:

Liquor Licensees
Managers or Alternate Managers of Liquor Licensees
Registered Marijuana Dispensary (RMD) Licensee;
RMD Executives, Directors, and Managers
Hawkers and Peddlers
Hackney Carriage (Taxi) Operators
Solicitors and Canvassers
Dealers in Junk, Second-Hand Articles and Antiques
Second-Hand Motor Vehicle Dealers
Ice Cream Truck Vendors

Named-based CORI checks may be conducted of applicants for other types of occupational licenses to the extent permitted by law.

- 2. Access to CORI. All CORI is confidential, and can be disseminated only as authorized by law or regulation. Access to CORI within the Town must be limited to those individuals who have a "need to know." This may include, but not be limited to, staff submitting the CORI requests and staff charged with processing licensing applications. The Town will keep a current list of each individual authorized to have access to, or view, CORI. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time.
- 3. <u>Training of Personnel.</u> All personnel authorized to conduct CORI checks and/or to review CORI will review, and be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.
- 4. <u>Subject's Prior Authorization.</u> No CORI check may be conducted until the subject has:
  - a) received a copy of this Policy;
  - b) signed and otherwise completed a CORI Acknowledgment Form (Appendix A); and
  - c) in the case of fingerprint-based CORI checks, been notified that the fingerprints will be used to check the subject's FBI criminal history records (Appendix B).

If a new CORI check is to be made on a subject within a year of his/her signing of the CORI Acknowledgment Form, the subject shall be given seventy-two (72) hours notice that a new CORI check will be conducted.

If a subject objects to the new request for CORI, the CORI Acknowledgment Form shall become invalid.

If a subject's license expires or is revoked, the CORI Acknowledgement Form shall become invalid.

- 5. <u>Use of Criminal History in Background Screening</u>. CORI used for licensing purposes shall only be accessed for applicants who meet all other requirements for the license for which the individual is being screened.
- 6. <u>Verification of Subject's Identity.</u> Prior to conducting a CORI check, the Town

shall verify the identity of the subject against at least one of the following forms of government-issued identification: a) a state-issued driver's license; b) a state-issued identification card with a photograph; c) a passport; or d) a military identification.

If the subject does not have one of the foregoing forms of government-issued identification, the Town shall verify the subject's identity by other forms of documentation as determined by the DCJIS.

If the Town is unable to verify a subject's identity and signature in person, the subject may submit a completed CORI Acknowledgment Form acknowledged by the subject before a notary public.

The Town shall not request CORI until it has signed and dated the CORI Acknowledgment Form certifying that the subject was properly identified (Appendix A).

If the criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant.

If the information in the CORI record does not exactly match the identification information provided by the applicant, a determination is to be made by an individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

- 7. <u>Prohibition on Requesting Subject to Produce CORI.</u> In no event shall the Town request or require a person to supply it with a copy of his or her own CORI.
- 8. Required Sharing of CORI and Opportunity to Dispute Accuracy. The Town shall provide a subject with a copy of his or her CORI upon the subject's request. In all events, the Town shall provide the subject with a copy of his or her CORI prior to a) questioning the subject about the subject's criminal history, or b) making an adverse determination on the basis of the subject's CORI.

The Town shall not make an adverse determination on the basis of the subject's CORI without first

- a) providing the subject with a copy of this Policy,
- b) notifying the subject in person, by telephone, fax, or electronic or hard copy correspondence of the potential adverse determination,
- c) providing the subject with a copy of his or her CORI and with information concerning the source of the criminal history record,
- d) identifying for the subject the part of his or her CORI that appears to make him or her unsuitable,
- e) providing the subject with information regarding the process for correcting

3.F.

CORI through DCJIS and for establishing oneself as the victim of identity theft (Appendix C),

- f) in the case of fingerprint-based CORI checks, providing the subject with a copy of 28 C.F.R. Part 16.34 (Appendix D), and
- g) affording the subject an opportunity to dispute the accuracy of the CORI or otherwise present to the Town any mitigating or other circumstances bearing on the CORI.

The Town will review any information the subject supplies disputing the accuracy of the CORI. The Town shall not deny a license based on CORI unless the subject has been afforded an opportunity to dispute the accuracy of the CORI. The Town shall timely inform the subject of its decision.

The Town shall document all steps it takes to comply with this Section.

- 9. <u>Decision-Making.</u> If the Town reasonably believes that CORI belongs to the subject and is accurate, it will make a determination of suitability based on the CORI. Unless otherwise provided by applicable law or regulation, a criminal record shall not automatically disqualify a subject. Rather, determinations of suitability based on CORI will be made consistent with this Policy and applicable laws and regulations. Factors the Town will consider in making suitability determinations include, but are not limited to:
  - a) relevance of the record to the application;
  - b) the nature of the work to be performed;
  - c) time since the conviction;
  - d) age of the subject at the time of the offense(s);
  - e) nature, gravity, and specific circumstances of the offense(s);
  - f) the number of offenses;
  - g) whether the subject has pending charges;
  - h) any relevant evidence of rehabilitation efforts or lack thereof; and
  - i) applicable laws and regulations setting forth criminal history disqualifiers; and
  - i) any other relevant information, including information submitted by the subject.
- 10. <u>Dissemination of CORI</u>. CORI may be shared with staff authorized to request, receive, or review CORI for the purposes of evaluating an application for an occupational license. The Town shall, upon request, share CORI with government entities charged with overseeing, supervising, or regulating the Town.
- 11. <u>Secondary Dissemination Log.</u> The Town shall maintain an electronic or paper Secondary Dissemination Log reflecting dissemination outside of the licensing authority's organization, reflecting the following: **a)** the subject's name, **b)** the subject's

4

<sup>&</sup>lt;sup>1</sup> Certain criminal offenses listed on a record may automatically disqualify an applicant from certain licenses. These instances are required by law.

date of birth, **c)** the date and time of the dissemination, **d)** the name of the person to whom the CORI was disseminated and the name of the organization for which the person works, if applicable, and **e)** the specific reason for the dissemination.

12. <u>Security / Maintenance / Destruction.</u> Hard copies of CORI shall be stored in a separate locked and secure location, such as a file cabinet. The Town shall limit access to the locked and secure location to persons who have been approved to access CORI. Hard copies of CORI shall be destroyed by shredding or otherwise before disposal.

Electronically-stored CORI shall be password-protected and encrypted. The Town shall limit password access to only those persons who have been approved to access CORI. CORI shall not be stored using public cloud storage methods. Electronic copies of CORI shall be destroyed by deleting them from the hard drive on which they are stored and from any system used to back up the information before disposing of it. The Town shall appropriately clean all CORI by electronic or mechanical means before disposing of or repurposing a computer used to store CORI.

CORI Acknowledgment Forms and Secondary Dissemination Logs shall be maintained for a minimum of one year. CORI shall not be maintained for more than 7 years from the date of the final determination.

#### <u>APPENDIX B</u> – Notification to Subjects of Fingerprint-Based Criminal Record Background Checks



#### BROOKLINE POLICE DEPARTMENT

Brookling, Massachusetts

DANIEL C. O'LEARY CHIEF OF POLICE

TO: LICENSE APPLICANT

FROM: BROOKLINE POLICE DEPARTMENT

Pursuant to Article 8.30 of the Town of Brookline's By-Laws, new applicants for the following licenses must submit a full set of fingerprints to the Brookline Police Department within ten (10) days of the date of the license application for the purpose of conducting a state and national criminal record background check:

Liquor Licensees
Managers or Alternate Managers of a Liquor Licensee
Registered Marijuana Dispensary (RMD) Licensees
RMD Executives, Directors, and Managers
Hawkers and Peddlers
Hackney Carriage (Taxi) Operators
Solicitors and Canvassers
Dealers in Junk, Second-Hand Articles and Antiques
Second-Hand Motor Vehicle Dealers
Ice Cream Truck Vendors

The fee for fingerprinting is \$50.00. Payment must be made to the Police Department at the time of fingerprinting only by check or money order made payable to the Town of Brookline.

Please be advised that if you are fingerprinted by the Police Department in connection with a license application, your fingerprints will be used to check your criminal history records available through the United States Federal Bureau of Investigation ("FBI").

All criminal record background checks will be conducted in conformity with applicable law and policies concerning licensing-related criminal record background checks, including the Town's CORI Policy for Licensing and the Police Department's Fingerprint-Based Criminal Records Background Checks Policy.

APPENDIX C - INFORMATION CONCERNING THE PROCESS IN CORRECTING A

CRIMINAL RECORD (from <a href="http://www.mass.gov/eopss/docs/chsb/cori-process-correcting-criminal-process-criminal-proc

record-2012.pdf; see also http://www.mass.gov/eopss/agencies/dcjis/procedure-for-correcting-a-state-or-national-criminal-record.pdf.)

- 1. If you have undergone a background check by an agency that has received a criminal record from the DCJIS, you may ask the agency to provide you with a copy of the criminal record. You may also request a copy of your adult criminal record from the Department of Criminal Justice Information Services, 200 Arlington Street, Suite 2200, Chelsea, MA 02150 or by calling (617) 660-4640 or go to the Massachusetts iCORI service
- 2. The DCJIS charges \$25.00 fee to provide an individual with a copy of his/her criminal record. You may complete an affidavit of indigency and request that the DCJIS waive the fee.
- 3. Upon receipt, review the record. If you need assistance in interpreting the entries or dispositions, please contact the Constituent Assistance and Research Unit at 617.660.4640 between 8:00AM and 6:00PM Eastern Time, Monday Friday or via email at iCORI.INFO@state.ma.us
- 4. The DCJIS does not offer "walk-in" service but you may call our Legal Division at (617)660-4760 for assistance or the CARI Unit of the Office of the Commissioner of Probation at (617)727-5300.
- 5. If you believe that a case is opened on your record that should be marked closed, you may contact the Office of the Commissioner of Probation Department at the court where the charges were brought and request that the case(s) be updated.
- 6. If you believe that a disposition is incorrect, contact the Chief Probation Officer at the court where the charges were brought or the CARI Unit at the Office of the Commissioner of Probation and report that the court incorrectly entered a disposition on your criminal record.
- 7. If you believe that someone has stolen or improperly used your identity and were arraigned on criminal charges under your name, you may contact the Office of the Commissioner of Probation CARI Unit or the Chief Probation Officer in the court where the charges were brought. For a listing of courthouses and telephone numbers please click here.
- 8. In some situations of identity theft, you may need to contact the DCJIS to arrange to have fingerprints analysis conducted.
- 9. If there is a warrant currently outstanding against you, you need to appear at the court and ask that the warrant be recalled. You cannot do this over the telephone.
- 10. If you believe that an employer, volunteer agency, housing agency or municipality has been provided with a criminal record that does not pertain to you, the agency should contact the CORI Unit for assistance at (617) 660-4640.

#### **APPENDIX D** – 28 C.F.R. Part 16.34

#### **Title 28: Judicial Administration**

PART 16—PRODUCTION OR DISCLOSURE OF MATERIAL OR INFORMATION
Subpart C—Production of FBI Identification Records in Response to Written Requests by Subjects Thereof

#### **Browse Previous**

#### § 16.34 Procedure to obtain change, correction or updating of identification records.

If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections or updating of the alleged deficiency, he/she should make application directly to the agency which contributed the questioned information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D–2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency.

[Order No. 1134-86, 51 FR 16677, May 6, 1986, as amended by Order No. 2258-99, 64 FR 52226, Sept. 28, 1999]



#### **Brookline Police Department Identification Unit**

#### **FINGERPRINTING HOURS**

(For non-immigration purposes)

MONDAY to FRIDAY (Holidays excluded)

8:30am to 10:00am

No appointment necessary

FEE: \$15.00 For each fingerprint card

PAYMENT: Check/ Money Order (Cash WILL NOT be accepted)

Applicants must have positive identification
(Driver's license, etc.)
Applicants need to supply their own
fingerprint card/s from the agency/organization
requesting the fingerprints

For questions or an appointment Please Call:

617-730-2239

#### **BRADLEY DOYLE**

75 South Main St, Attleboro MA | 925.596.5841 | Bradley-Doyle@outlook.com

#### GENERAL MANAGER | VICE PRESIDENT RETAIL

Dynamic, customer-centric, results-driven Sales, Operations, and Management professional with extensive experience in retail industry. Proven ability to achieve regional, divisional, and corporate net profit performance objectives. Proven success developing and executing strategic vision; strong analytical skills focused on maximizing business opportunities, enhancing market share, and developing and maintaining employee engagement and customer satisfaction scores. Able to effectively implement focused sales programs and initiatives. Skilled in analysis of financial reports, P&L, and gap analysis. Team player, with ability to lead, motivate, and mentor teams toward personal and organizational development, as well as attainment of organizational objectives. Articulate communicator, effective at negotiating costs.

#### **AREAS OF EXCELLENCE**

Sales • Operations Management • Strategic Vision • Leadership • Inventory & Labor Cost Management • Team Building • Coaching & Mentoring • Profit & Loss Accountability • Customer Service • Needs Analysis • Process and Procedure Development & Implementation

#### CAREER NARRATIVE

#### **Acreage Holdings , Boston Area, MA** (2019 – present)

#### **General Manager Massachusetts,** (2019 – Present)

Acreage Holdings is the largest vertically integrated, multi-state owner of cannabis licenses and assets in the U.S. Our Massachusetts assets consit of 3 fully built out dispensaries, and a 36,000 sq. ft. cultivation center with extraction lab. Recently received our provisional adult use license.

- Complete ownership of the P&L, achieving or exceeding all established targets and goals.
- Ability to build strong relationships with local and state level officials
- Proven ability to execute and develop short and long term financial strategies.
- Posses strong leadership skills in building and managing large scale teams and departments.
- Coloborate and partner with all departments across the organization to ensure sales and profitability goals are attained.
- Ability to partner with regional compliance teams on state regulations within the cannabis industry.
- Develops and builds strong collaborative community relationships with elected officials, reguators, community leaders and the medical community.

#### **FOUNDER/MEMBER OF BOARD OF DIRECTORS CANNATECH MEDICINALS** (2014 – 2019)

IMT manages Cannatech Medicinal, a non-profit Medical Marijuana company.

- Oversaw build of 47,000 sq. ft. grow facility in Fall River, MA.
- Oversaw build of **13,000** sq. ft. dispensary in Fall River, MA.
- Manage the application process with the Mass DPH, and secured the provisional license from the Massachusetts Department of Public Health required to operate a dispensary.
- Successfully secure investor capital, design grow facility, and acquire all required permits.
- Negotiated the sale of 51% of Cannatech Medicinals/IMT to the Canadian Bioceutical Company for \$7.1 million.

#### Lowes Companies, Inc., San Francisco Bay Area, CA & Boston, MA

#### **MARKET DIRECTOR OF STORES** (2011 – 2015)

Managed overall engagement and productivity of a wide network of retail stores, coaching teams to effectively oversee all aspects of day to day operations, driving sales and profitability.

- Provided direction for Store Managers, guiding them in the management of all businesses and operations within their stores.
- Kept abreast of market trends to establish localized merchandising and sales strategies.
- Identified opportunities and resolved issues within local markets, supporting sales growth and profitability, while establishing and implementing long-range plans in line with business objectives.
- Provided training, leadership, and guidance to Leadership, driving overall achievement of sales goals.
- Monitored sales, expenses, labor costs, and managed inventory.
- Capitalized on industry expertise in enhancing multi-unit sales and profit results, generating more than \$300 million in revenue.
- Created sales plans and objectives, ensuring seamless execution.

#### **STORE MANAGER** (2004 - 2011)

Managed and coordinated all aspects of store operations, including sales and margin performance, as well as supervision of all store personnel.

- Oversaw all store expenses, including formulation of merchandising standards, policies, and procedures, enforcing compliance, safety, and security.
- Provided training, coaching, and mentoring for staff; created and managed employee schedules.
- Served as a driving force in initiating and executing business strategies.
- Established key relationships with customers, workforce, and community, enhancing business sustainability.
- Developed teams, guaranteeing the delivery of superior customer service.
- Awarded Store Manager of the Year for demonstrating exemplary leadership skills.

#### **EDUCATION AND PROFESSIONAL DEVELOPMENT**

#### **BUSINESS MANAGEMENT STUDIES**

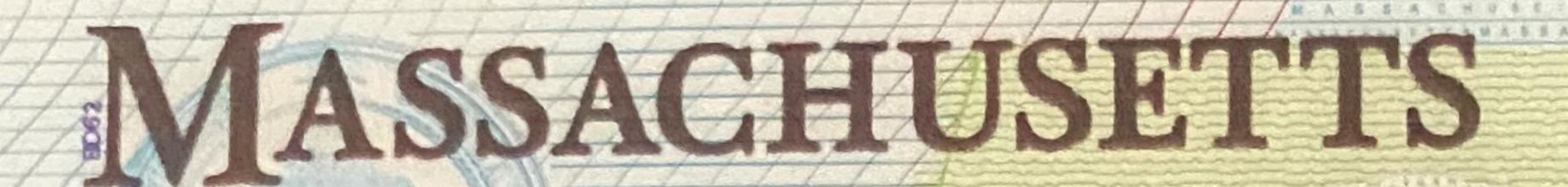
Bentley University, Waltham, Massachusetts University of North Carolina, Chapel Hill, North Carolina

#### **ACTIVITIES & AFFILIATIONS**

Member, Chamber of Commerce Volunteer, Big Brothers/Big Sisters Organization Member, Rotary Club Chairman, Board of Health Department

#### **TECHNOLOGY PROFICIENCIES**

Microsoft Office Suite



## DRIVER'S LICENSE NOT FOR FEDERAL ID

4

REGISTRAR

09/02/2020

4b EXP 09/18/2025

9 CLASS 12 REST DM

509860807

09/18/1962

NONE

2 BRADLEY FREDRICK

8 75 S MAIN ST **APT 601** ATTLEBORO, MA 02703-2959

18 EYES HAZ

15 SEX M 16 HGT 5'-11" CONOR

5 DD 09/03/2020 Rev 02/22/2016

09/18/62

#### Memorandum



To: Mr. Mel Kleckner

CC: Ms. Melissa Goff

From: Lt Paul J. Cullinane

**Date**: 11/19/2021

**Re:** Bradley Doyle/President NETA

Sir,

Mr. Bradley Doyle, \_\_\_\_\_\_\_\_\_, has submitted an application to be approved as an Alternate Manager. Mr. Doyle was hired as the President of New England Treatment Access (NETA) in November 2021. Mr. Doyle's has two years' experience in the Marijuana business operations, being employed by Acreage Holdings, a publically held corporation in British Columbia, headquartered in New York, NY.

A check of his Criminal History Record reveals no disqualifying information, and an in-house check of his name reveals no significant occurrences. He has also submitted two letters of recommendation from prior employers as well as colleagues.

Ms. Doyle appears to be a suitable applicant to be the President of New England Treatment Access (NETA).

November 19, 2021

# Brookline Redistricting Committee Presentation

November 23, 2021 Heather Hamilton, Chair David Gacioch, Vice Chair

## Committee Membership

Heather Hamilton, Chair

Neil Gordon, Precinct 1

Kimberley Richardson, Precinct 2

Mary Dewart, Precinct 3

Jennifer Raitt, Precinct 4

Cynthia Drake, Precinct 5

Jeffrey Rudolph, Precinct 6

Ilan Wapinski, Precinct 7

Isaac Silberberg, Precinct 8

Elizabeth Schafer, Precinct 10

Shira Fischer, Precinct 11

Stephanie Bruce, Precinct 12

David Gacioch, Precinct 13

Sassan Zelkha, Precinct 14

Michael Berger, Precinct 15

Nathan Shpritz, Precinct 16

**Staff Support** 

Ben Kaufman, Town Clerk

Jed Fehrenbach, GIS Administrator

## Overview of Redistricting Process

## What is Redistricting

Every 10 years, following the Decennial US Census, communities redraw precinct and district lines to account for population changes.

State Senate, State Representative, US Congressional, and Governor's Council districts are drawn by the State Legislature, and approved by the Governor.

Brookline's precinct lines are drawn by the Redistricting Committee, and approved by the Select Board.

Precincts must follow certain requirements:

- Contiguous
- Follow Census Block Lines
- Under 4,000 people per precinct
- Precinct population within 5% of mean

5.A.

2012 Precinct	2010 Population	2020 Population	Growth 2010-2020	Growth % 2010-2020
1	3600	3989	389	10.80%
2	3721	3966	245	6.60%
3	3606	3894	288	8.00%
4	3555	3998	443	12.50%
5	3792	4245	453	11.90%
6	3524	4037	513	14.60%
7	3660	3999	339	9.30%
8	3507	3852	345	9.80%
9	3513	3766	253	7.20%
10	3837	3830	-7	-0.20%
11	3532	3928	396	11.20%
12	3841	4195	354	9.20%
13	3631	3877	246	6.80%
14	3726	4009	283	7.60%
15	3839	3916	77	2.00%
16	3848	3690	-158	-4.10%
Total	58732	63191	4459	7.60% Page: 54

Page: 54

## Redistricting Committee Schedule

September 16, 2021: First Committee Meeting, met every Thursday (except 10/7)

October 12, 2021: State released proposed district maps

November 10, 2021: Redistricting Committee Public Forum

November 18, 2021: Redistricting Committee voted on recommendation

November 23, 2021: Presentation to the Select Board

November 30, 2021: Planned Select Board Vote

December 4, 2021: Deadline for submission to the LEDRC

December 31, 2021: Effective date for new maps.

## Committee Organization

## Two Working Groups

- Maps and Numbers
- Dave Gacioch
- Michael Berger
- Stephanie Bruce
- Mary Dewart
- Cynthia Drake
- Neil Gordon
- Elizabeth Schafer
- Isaac Silberberg
- Ilan Wapinski
- Sassan Zelkha

- Equity and Access
- Jennifer Raitt
- Kimberley Richardson
- Jeffrey Rudolph
- Nathan Shpritz

## Committee Priorities and Decision Points

### Priorities Poll Tier A

Polling Site Access (Polling locations must be accessible to the disabled and the elderly)—8.67

Equity/Equality—8

Maximize Majority-Minority Precincts—7.44

Integrity of Neighborhoods/Neighborhood Associations—7

### Priorities Poll Tier B

Walkability to the Polls—6.89

Creating Precincts around School Districts—6.67

Minimize changes to current precincts—6.67

Maintain same or larger total number of Town Meeting Members—6.67

Reassignment of Residents to New Precincts—6.44

Geographic Compactness—6

Limit Number of A/B precincts—5.89

Keep Precinct Populations as close as possible to equal—5.56

Maintain same number of TMMs per precinct—5.11

### Priorities Poll Tier C

Registered Voters vs. Non Voters—4.5

Similar Household Income in a precinct—3.89

Similar Tenure - Occupancy Type (Renters & Owners)-in a precinct—3.89

Location of Current Town Meeting Members—3.89

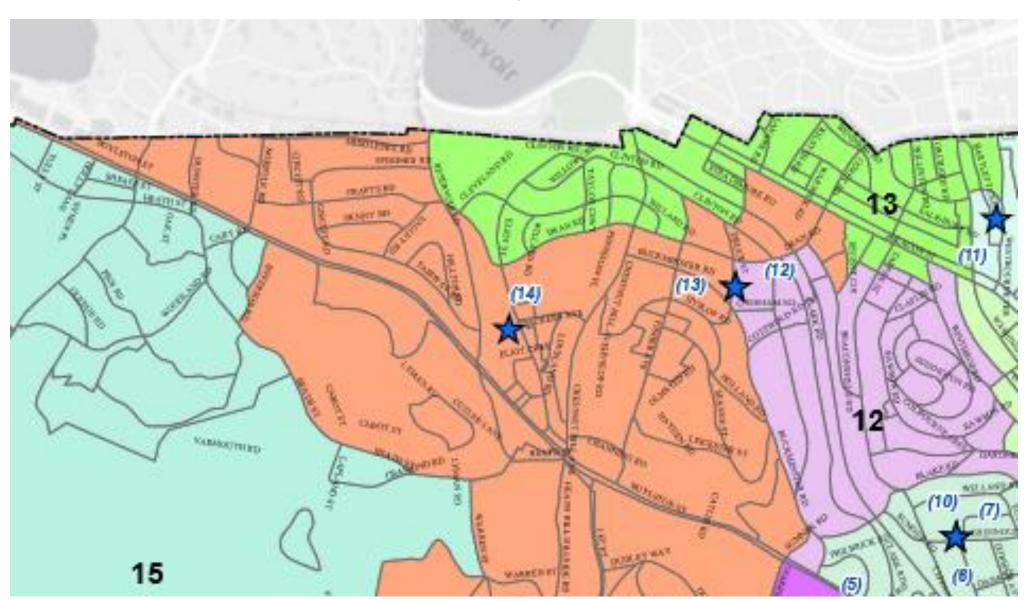
Similar Type of Home (Single Family/Multi Family/Larger buildings) in a Precinct—3.67

### Overarching Decision Points

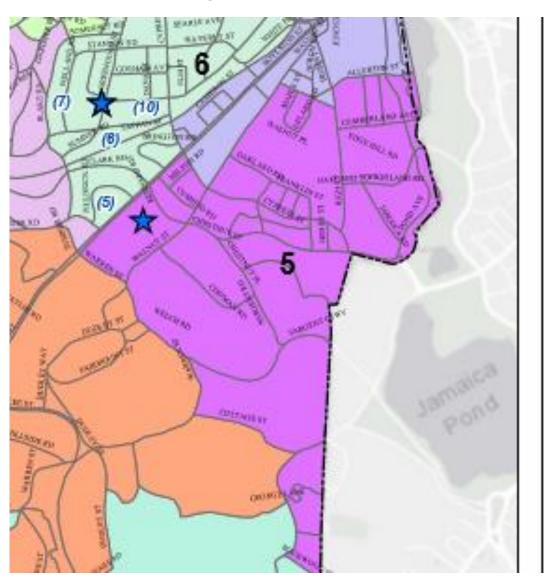
- Number of Precincts
- Decided to go to 17 Precincts
- Majority Minority precincts
- Prioritized creating 2 Majority Minority precincts that focused on Commonwealth Avenue and Gateway East
- A/B precincts
- •Stuck to limit of 3 A/B precincts on the advice of the Town Clerk

## Precinct-Specific Decision Points

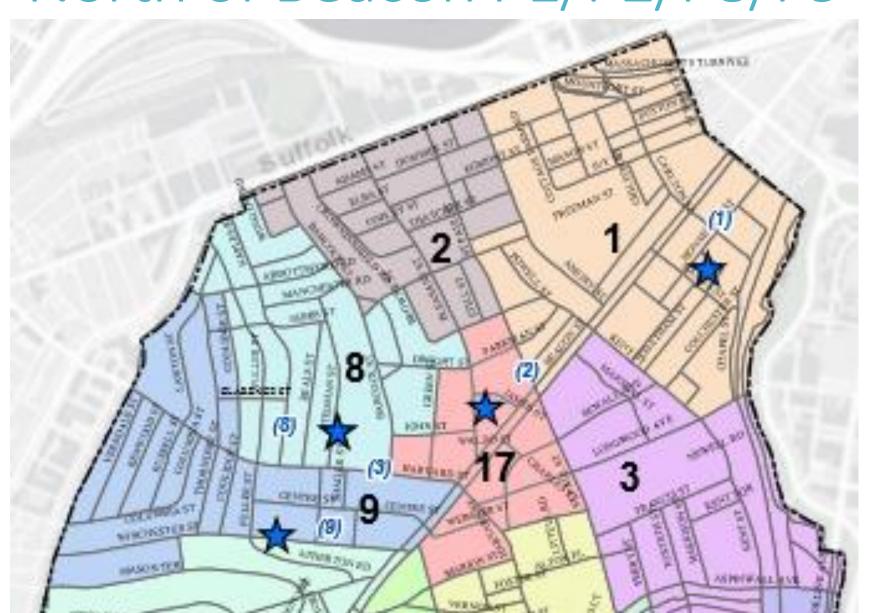
## Precinct 13/14 Swap (Full, Partial, or No)



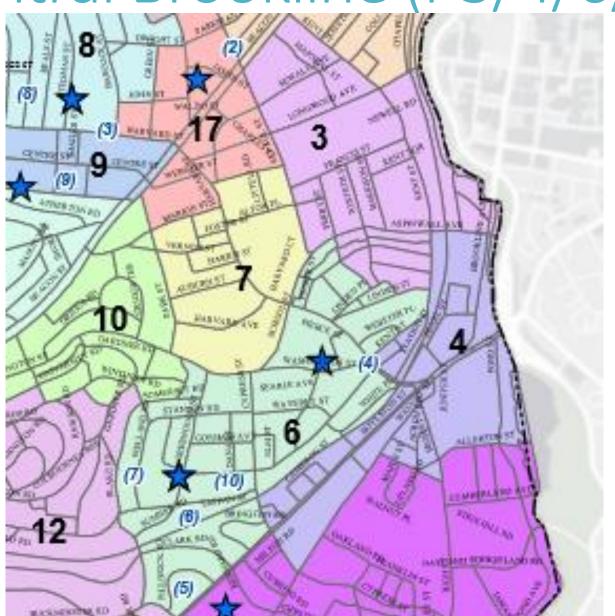
## Precinct 5 (North vs. South)



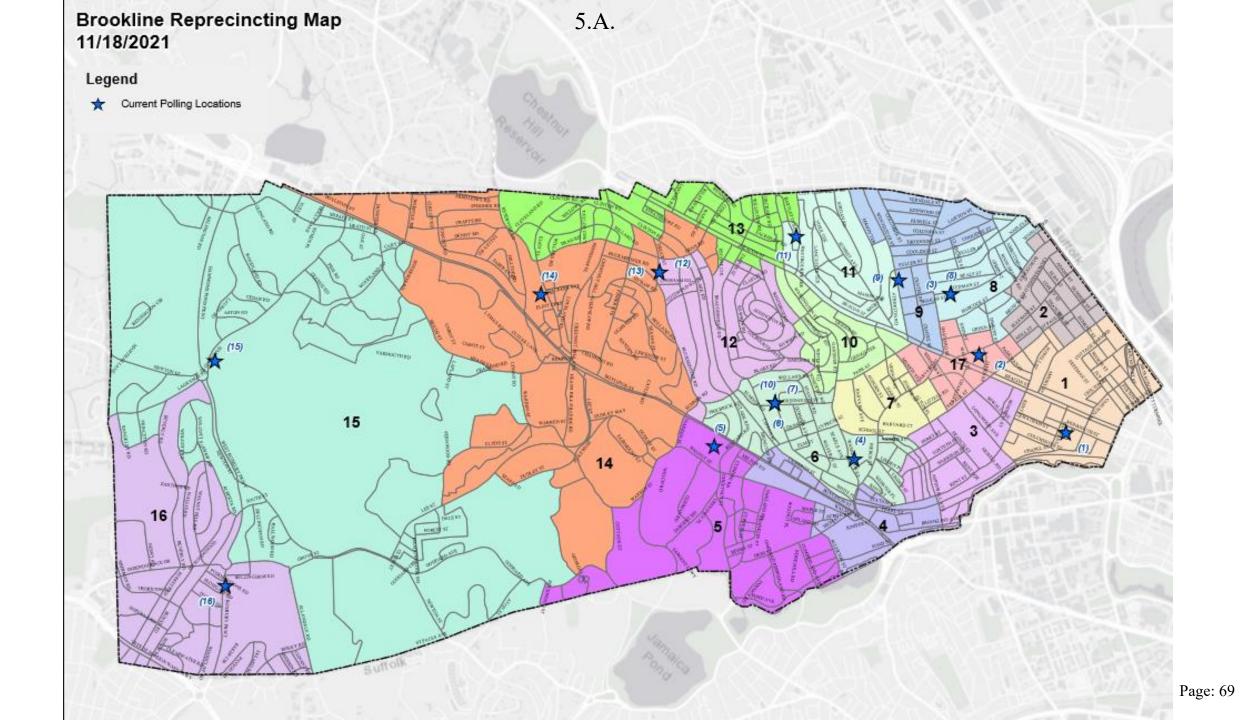
## North of Beacon P1/P2/P8/P9



Central Brookline (P3/4/6/7)



## Proposed Map



5.A.

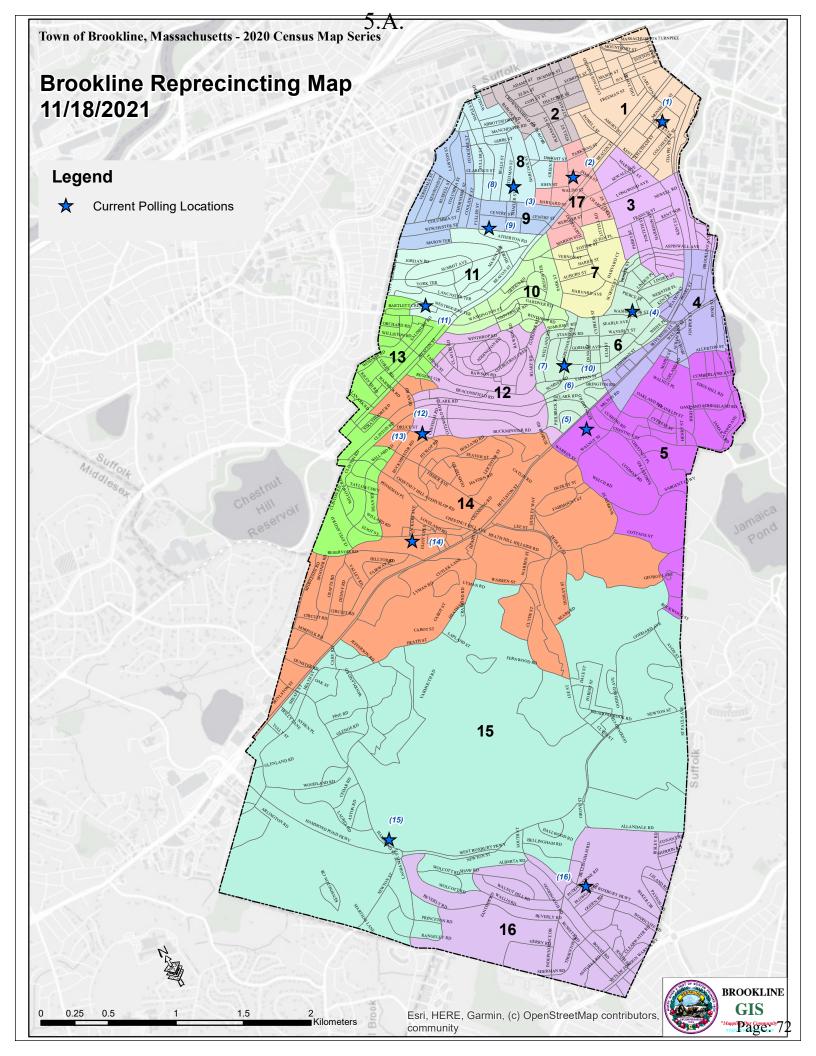
			% White Non-	
Precinct	Population	Deviation	Hispanic Population	% Minority Population
1	3751	-0.91%	65.18%	34.82%
2	3657	1.62%	49.93%	50.07%
3	3779	-1.66%	63.80%	36.20%
4	3681	0.97%	49.09%	50.91%
5	3862	-3.90%	64.45%	35.55%
6	3783	-1.77%	69.39%	30.61%
7	3757	-1.07%	63.83%	36.17%
8	3628	2.40%	67.28%	32.72%
9	3592	3.37%	69.82%	30.18%
10	3562	4.17%	72.04%	27.96%
11	3701	0.43%	72.09%	27.91%
12	3568	4.01%	73.01%	26.99%
13	3834	-3.14%	67.55%	32.45%
14	3892	-4.70%	69.14%	30.86%
15	3885	-4.52%	66.64%	33.36%
16	3690	0.73%	61.38%	38.62%
17	3569	3.98%	64.98%	35.02% Page: 70
				1 agc. 70

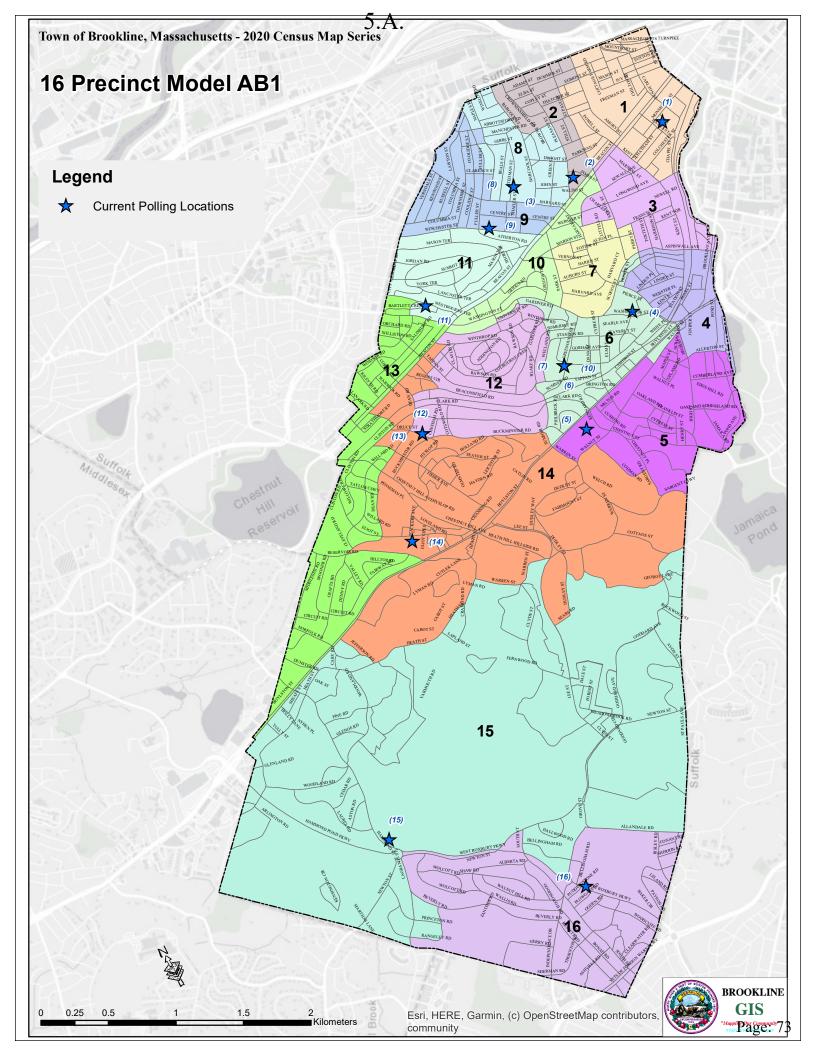
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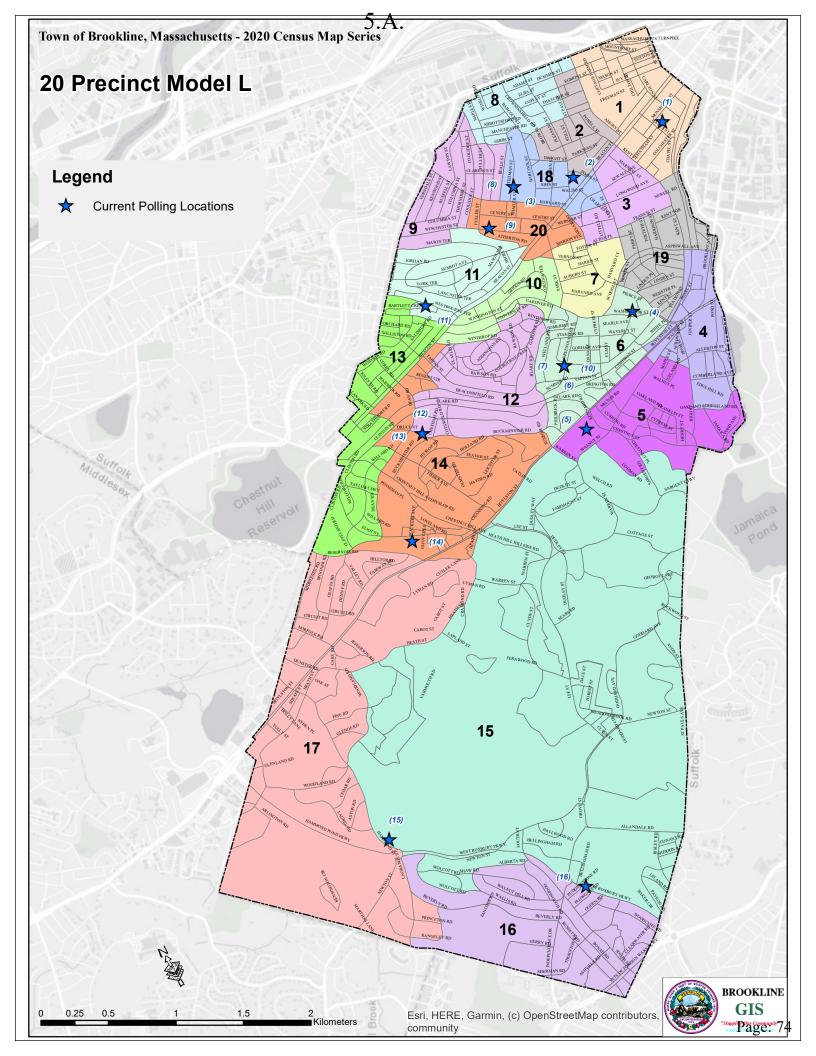
## Potential Polling Locations

- •BHS Schluntz Gymnasium, 115 Greenough Street
- •BU-Wheelock College, 43 Hawes Street, (Monmouth Street Entrance)
- Coolidge Corner Library, Community Room, 31 Pleasant Street
- Driscoll School, New Gymnasium
- •15 Fire Station #6 (rear), 962 Hammond Street
- •Heath School Gymnasium, 100 Eliot Street
- •(Old) Lincoln School Gymnasium, 194 Boylston Street

- •(New) Lincoln School, 19 Kennard Road
- Morse Apartments, 90 Longwood Avenue
- •O'Shea House, 61 Park Street
- Putterham Library, 959 West Roxbury Parkway
- •Ridley School, Gymnasium, (Stedman Street Entrance)
- •Runkle School Gymnasium, 50 Druce Street (Front Entrance)
- •Senior Center, 93 Winchester Street
- •Town Hall, 333 Washington Street







# Brookline Village Parking Benefit District Advisory Board



# (as of November 10, 2021)

Fred Perry 2021

Mikayla Bell 2021 (not seeking reappointment)

Daniel DeLoma 2022 (resigned)

Lisa Wasserman Sivan 2023

Liz Linder 2023

Ann Kamensky 2021 (not seeking reappointment)

Anne Trecker 2022

Mary Sabolsi 2022 (resigned)

Brian Kane 2023 (resigned)

## **Recent Activity**

Fred Perry applies for reappointment 9.28.21

Emily Jacobsen applies for appointment 9.28.21

Sara Petras applies for appointment 11.9.21

Karen Flanner yapplis for appointment 11.23.21

# Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov < notifications@brooklinema.gov>

Mon 11/8/2021 12:38 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

# **Board/Commission Application Form**

Please use this form to apply for one of the <u>open Board/Commission positions</u>. We welcome your application and will respond to you quickly.

Name	Karen Flannery	
Address		
Application for specific Board/Commission?	Brookline Village Parking Benefit Advisory Board	
What type of experience can you offer thi Board/Commission?	I am a business owner in Brookline Village , Andem art studios 17 tation treet, I have lived in the area and frequent and support local businesses and public buildings.	
What type of issue would you like to see this Board/Commission address?	As a long time resident and active user of the village area I would like to see better pedestrian access (specifically crossing the Harvard/Washington street intersection) more places to sit on the sidewalk (love the town parklets) and try to forward footraffic from local development to support the village businesses	
Are you involved in any other Town activitie?	I am on the steering committee for the application to create a Ma Cultural Art di trict in Brookline Village, I am al o a member of the Brookline Village Business Association and participated in the creation of thi thi year Brookline Open Studios held outdoors on Station street in October	
Do you have time constraints that would limit your ability to attend one to two meetings a month?	My schedule generally flexible.	
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC)	Field not completed.	

Email not displaying correctly? View it in your browser.

**[EXTERNAL EMAIL]** [CAUTION] This email originated from a sender outside of the Town of Brookline mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

# Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov < notifications@brooklinema.gov>

Sat 11/13/2021 11:54 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

# **Board/Commission Application Form**

Please use this form to apply for one of the <u>open Board/Commission positions</u>. We welcome your application and will respond to you quickly.

Name	Neil Wishinsky
Address	
Application for specific Board/Commission?	Zoning Board of Appeals
What type of experience can you offer thi Board/Commission?	See the attached
What type of issue would you like to see this Board/Commission address?	Fair and impartial administration of the Town's Zoning Bylaw
Are you involved in any other Town activitie?	See the attached
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	ZBA Application doc

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**[EXTERNAL EMAIL]** [CAUTION] This email originated from a sender outside of the Town of Brookline mail system. Do not click on link or open attachment unle you recognize the ender and know the content i afe

#### **Neil Wishinsky Zoning Board of Appeals Application**

I am applying for a position on the Zoning Board of Appeals. I bring many years of involvement in Brookline's land use planning and administration. Activities include:

- Chaired the Zoning Bylaw committee which vets all new zoning proposals
- Chaired the Planning and Regulation Subcommittee of the Advisory Committee (recently renamed the Land Use, Zoning and Sustainability Subcommittee). This committee reviews all land use proposals and provides oversight of the Planning and Community Development Department budget.
- Chaired the Coolidge Corner Study Committee which led a community engagement process which resulted in the successful passage of the Waldo Durgin Overlay District.
- Co-Chaired the 2 Brookline Place Study Committee which led a community engagement process which
  resulted in the successful passage of the Zoning Overlay District for 2 Brookline Place which is nearing
  completion
- Chaired the 111 Cypress Acquisition Committee which resulted in the Town's acquisition using eminent domain powers the site of the Brookline High School expansion which is now under construction
- Chaired the Newbury College Acquisition Committee which guided an effort to purchase the Newbury College campus after that college ceased operations
- Member of the Newbury Zoning Committee which led a community engagement process which resulted
  in successful passage of a zoning overlay district on Fisher Hill, the acquisition of the former West
  Campus of Newbury College and the largest contribution to the Affordable Housing Trust Fund in the
  Town's history. This contribution is a key component of the financing package which is enabling the
  modernization and expansion of the BHA Colonel Floyd Apartments.
- Led an effort for an ultimately unsuccessful settlement of the Hancock Village litigation. While the zoning proposal did not achieve the required super majority at Town Meeting, the effort broke the legal logjam which was holding up the largest housing expansion proposal in a generation.

In addition to these specific land use and planning activities, I served for 6 years on the Select Board (including 4 years as Chair) which has given me a deep knowledge of Town operations and administration.

Lastly, I served for over 35 years in 3 federal agencies administering these 3 complex federal laws:

- The Employment Retirement Income Security Act of 1974 (ERISA)
- Title VII of the Civil Rights Act of 1965
- Fair Labor Standards Act of 1938 (FLSA)

I believe my combination of deep knowledge of Brookline's Zoning Bylaw as evidenced by the activities described above, service on the Select Board and a long career administering extremely complex statutes provides a unique skillset that could be of great benefit to the ZBA. You should also be aware that I have resigned from the Advisory Committee effective at the end of the November 2021 Special Town Meeting.

# Zoning Board of Appeals

# **Cover Sheet**

### As of November 2021

The Board of Appeals is a 3-member quasi-judicial board, with 5 associate members, that is responsible for reviewing and approving applications for relief by special permit and by variance from the requirements of the Zoning By-Law, in accordance with the "Massachusetts Zoning Act" - Massachusetts General Laws, Chapter 40A. 3 board members sit for each hearing and a unanimous vote is required for an appeal to be granted. Associate members may sit should regular members be unable to do so due to absence or conflict of interest. The current membership is as follows:

# FULL MEMBERS (3 members)

Jesse Geller
 Mark Zuroff
 Johanna Schneider
 2021
 2022
 2023

# Associate Members (5 members)

1.	VACANCY	2022
2.	VACANCY	2023
3.	Lark Palermo	2021
4.	Randolph Meiklejohn	2023
5.	Paul Bell	2021

## Recent Activity:

Kate Poverman resigns spring 2021

Neil Wishinsky applies for appointment

# Lori G. Cawthorne

10/29/2021

Board of Trustees
The Public Library of Brookline
361 Washington Street,
Brookline, MA 02445

#### Dear Board of Trustees:

I enthusiastically express my interest in becoming a Library Trustee for the Town of Brookline.

I am currently the Associate Director of HR and Diversity, Inclusion, Belonging and Anti-racism for Harvard Library, where I have worked for almost seven years. During this time, I have built strategic partnerships and provided HR consultation, and budget and policy review to various library client groups, such as technical services, university archives, scholarly communications, library administration, and user needs and assessment. More importantly, in my role, I'm charged to enrich the employee experience and advance the library's commitment to equity, diversity, and inclusion by developing the DIBAR Learning Journey (Diversity, Inclusion, Belonging, and Antiracism). This journey is a pathway to gain knowledge, skills, and competencies that will elevate our employees' abilities at the individual and managerial levels and to incorporate values-driven practices as they facilitate the academic and research needs of our students, faculty, and other colleagues. I also developed and coordinated the Diversity Residency Program and created and co-chaired our inaugural Diversity and Inclusion Leadership team that served as an advisory group to the VP and University Librarian.

In my role, I represent Harvard Library as an appointed member of the ACRL Diversity Alliance task force. As task force members, we are charged with developing best practices and providing support for library leaders who want to gauge the organizational readiness to create a residency program. We train and provide resources so Residency Coordinators can support their residents and assist interested institutions unable to create residencies with ways to contribute to equity, diversity, and inclusion in at their institution. In addition to the diversity Alliance, I am a member of the American Library Association (ALA) Human Resources and Organizational Development Group, the ALA Black Caucus, and the university-wide DIB (Diversity, Inclusion and Belonging) Leadership Council at Harvard University.

I believe the Public Library for Brookline is vital to our community. Libraries are the nexus to information, history, building community, and providing equal opportunities to learn and grow.

Libraries feed our curiosity and challenge our creativity. As a resident, I have fond memories of bringing my daughters to the library every week to check out books and participate in library activities. It was necessary to build that foundation of learning within them. Working for a library, I understand the importance of showcasing librarianship as a career of choice and educating others on the evolution of libraries.

I would love to serve as a Library Trustee because I'm passionate about libraries and their purpose. As an HR professional for a library, I understand the inner workings of libraries, and how each function is critical to its existence. As a trustee, I would commit to carrying out the duties of this role while also advocating for library services and resources. Additionally, I would promote the library's accessibility to all residents and advise on budgetary, policy review, personnel, and beyond.

I look forward to an opportunity to discuss my qualifications in detail.

Sincerely,

Lori Cawlhorn



#### **RELATED WORK EXPERIENCE**

#### Harvard University, 2015- Present

Cambridge, MA

#### Associate Director of HR and Diversity, Inclusion, Belonging and Antiracism 2020-Present

- Contributes to the business strategy by advising leaders to identify, prioritize, and build organizational and workforce capabilities.
- Provides guidance on business unit restructures, workforce planning and succession planning.
- Proactively partners with assigned departments collaborating on operational and strategic initiatives, advises and counsels on best approaches, practices and generates options for achieving desired results.
- Title IX Resource Coordinator for Harvard Library
- Advises and coaches managers to implement effective performance management to create and sustain a high-performance workforce.
- Actively partners with managers, staff, and bargaining unit representatives to address a variety of workplace issues in a strategic way that provides tangible value and identifies opportunities.
- Promotes a strong leadership and coaching culture. Assists department leaders and managers to provide
  employees with development opportunities and ensure that they can meet current and future
  performance standards.
- Identify trends, develops, and monitors programs and results. Support managers in forecasting and planning their staffing needs in line with their department strategy
- Created and oversees the Diversity Residency Program for Harvard Library
- Designed and oversees implementation of programs, workshops, and training sessions that promote the institution's diversity, inclusion, belonging and anti-racism (DIBAR) goals.
- Develops and presents workshops and educational programming.
- Working in conjunction with the Center for Workforce Development and the library's organizational learning team, coordinates the development and implementation of the DIBAR Learning Journey.
- Proactively surfaces and makes recommendations for changes to address the concerns and interests of BIPOC employees and other equity-seeking groups.
- Represents the Harvard Library on the university-wide Diversity, Inclusion and Belonging (DIB) Leadership Council and the American College and Research Libraries (ACRL) Diversity Alliance Task Force.
- Created the library's first Diversity and Inclusion Leadership Team, which served as an advisory group to the Vice-president of the library.

#### Senior Human Resources Diversity Consultant & Title IX Coordinator 2015-2020

- Contributes to the business strategy by advising leaders to identify, prioritize, and build organizational and workforce capabilities.
- Provides guidance on business unit restructures, workforce planning and succession planning.
- Proactively partners with assigned departments collaborating on operational and strategic initiatives, advises and counsels on best approaches, practices and generates options for achieving desired results.
- Title IX Resource Coordinator for Harvard Library
- Advises and coaches managers to implement effective performance management to create and sustain a high-performance workforce.
- Actively partners with managers, staff, and bargaining unit representatives to address a variety of workplace issues in a strategic way that provides tangible value and identifies opportunities.
- Promotes a strong leadership and coaching culture. Assists department leaders and managers to provide
  employees with development opportunities and ensure that they can meet current and future
  performance standards.
- Identify trends, develops, and monitors programs and results. Support managers in forecasting and planning their staffing needs in line with their department strategy

# Lori G. Cawthorne 577 Hammond Street, Unit 1 Chestnut Hill, MA 02467 617-277-2377 (H). (857) 998-9467 (C)

lgcawt@gmail.com

- Created and oversees the Diversity Residency Program for Harvard Library
- Designs and oversees implementation of programs, workshops, and training sessions that promote the institution's diversity, inclusion, belonging and anti-racism (DIBAR) goals.
- Develops and presents workshops and educational programming.
- Working in conjunction with CWD and the library's organizational learning team, coordinates the development and implementation of the DIBAR Learning Journey.
- Proactively surfaces and makes recommendations for changes to address the concerns and
- interests of Black and BIPOC employees and other equity-seeking groups.
- Represents the Harvard Library on the university-wide Diversity, Inclusion and Belonging (DIB) Leadership Council and the American College and Research Libraries (ACRL) Diversity Alliance Task Force.
- Created the library's first Diversity and Inclusion Leadership Team, which served as an advisory group to the Vice-president of the library.

#### DeEtta Jones & Associates, 2020-Present

**Boston, Massachusetts** 

#### **Consultant**

- Serves as a subject matter expert on EDI strategy and Human Resources.
- Works with diverse organizations from Advertising, libraries, non-profit, technical and government.
- Serves as a faculty member for the 10-week Inclusive Manager's Training course

#### **SUFFOLK UNIVERSITY, 2000-2013**

#### Boston, Massachusetts

#### **Associate Director of Human Resources**

- Responsibilities encompassed full cycle recruiting in an HR Generalist role, employee and labor relations, community relations, diversity and training.
- Overall administration of the university's temporary employment program.
- Experience in program and policy development.
- Served as a Business Partner to mid and senior level managers.
- Experienced in diversity and technical talent acquisition
- Identified and addressed issues of diversity and inclusion while utilizing my resources to advocate, educate, develop and implement strategies to assist in fulfilling the goals of the university's diversity and inclusion plan.
- Managed all union relations for the Police, Facilities and Adjunct Faculty.
- Administered the university's background check/CORI program.
- Managed FMLA leaves and accommodations.
- Created the university's first employee recognition program

#### OTHER WORK EXPERIENCE

BENTLEY UNIVERSITY, Contract Recruiter, 2014-2015 UNIVERSITY of MASSACHUSETTS LOWELL, Director of Employment Services, 2013 GREATER BOSTON HOTEL EMPLOYEES TRUST, Benefits Assistant, 1999-2000 HARVARD PILGRIM HEALTH CARE, Corporate Member Services Representative, 1998-1999 Boston, Massachusetts PACE PROGRAM, Case Manager, 1995-1998 OAKRIDGE NEIGHBORHOOD SERVICES, Director of Adult Programs, 1994-1995

INTERIM PERSONNEL, Client Service Representative, 1993-1994

Waltham, Massachusetts Lowell, Massachusetts Boston, Massachusetts Des Moines, Iowa Des Moines, Iowa Des Moines, Iowa

# Lori G. Cawthorne 577 Hammond Street, Unit 1 Chestnut Hill, MA 02467 617-277-2377 (H). (857) 998-9467 (C)

lgcawt@gmail.com

#### **TEACHING EXPERIENCE**

#### Suffolk University, 2006 – 2012

Boston, Massachusetts

**Adjunct Faculty** 

Courses: First Year Seminar (Sawyer Business School & College of Arts and Sciences) and American Culture (ELI)

#### **BUNKER HILL COMMUNITY COLLEGE, 2003-2012**

Charlestown, Massachusetts

**Adjunct Faculty** 

Courses: Basic Language Literacy, Speak and Listen, Read, and Write II & III and Grammar II

#### **EDUCATION**

- HARVARD UNIVERSITY; Administrative Fellowship, 2017-2018
- SUFFOLK UNIVERSITY; Master of Public Administration, May 2001
- GRAMBLING STATE UNIVERSITY; Bachelor of Arts, May 1992
- INTERCULTURAL DEVELOPMENT INVENTORY ADMINISTRATOR (IDI) CERTIFICATION, 2021
- PROJECT MANAGEMENT CERTIFICATION, 2007

#### **CREDENTIALS**

- Appointed Board Member, Town of Brookline Human Resources Board
- President, Norfolk-Plymouth County Area Alumnae Chapter, Delta Sigma Theta Sorority Inc.
- 2020-2022- Appointed Member, American Colleges and Research Libraries (ACRL) Diversity Alliance Task Force
- Facilitator-Harvard IDEAs, Inclusion, Diversity and Excellence in Action,8-month cultural competency training
- 2018 Harvard University President's Innovation Fund Grant Recipient- Harvard IDEAs
- Inaugural Member, Harvard Human Resources Diversity, Inclusion and Belonging Committee
- Member, American Library Association Personnel Officers Group
- Member, American Library Association Black Caucus
- Member, Colleges and University Professional Association- HR (CUPA-HR)
- Member, Society for Human Resources Management (SHRM)

#### **PROFESSIONAL ACHIEVEMENTS**

- 2018 Harvard University Administrative Fellow
- March 2017-Panelist, Diversity & Inclusion: Harvard Library & Harvard College Library
- Frequent Facilitator within and outside Harvard on Job Preparedness and Diversity, Equity and Inclusion
- October 2017-Presenter, METCO Directors Association (MDA) Youth Conference
- Fall, 2010 to current- Presenter, Job Preparedness, Brookline High School, METCO Program
- 2013 Mill Cities Leadership Institute Fellow
- 2008 Vogt Fellow- The Boston Consortium
- 2009 Creating a Dream Award Recipient- Martin Luther King Luncheon, Suffolk University
- December 2005-Presenter, Suffolk University Alumni Breakfast Series: Interview Do's and Don'ts



- May 2005 Presentation from 2003 National CUPA Conference was used as a resource for Human Resources Professionals nationwide on the CUPA- HR Knowledge Center website as one of HR's Best Practices. Topic: "Fishing for Kudos...Employee Recognition and Motivation Programs that work!"
- Presenter, Topic: "Fishing for Kudos...Employee Recognition and Motivation Programs that work!"
  - October 2004 NEHRA HR Invention Convention in Boston, MA
  - August 2004 Emerson College Staff Retreat, Grafton, MA
  - March 2004 CUPA-HR Regional Conference, Rochester, NY
  - October 2003- CUPA-HR National Conference, Minneapolis, MN





Brookline, MA 02446

October 25, 2021

Public Library of Brookline Board of Library Trustees 361 Washington Street Brookline, MA 02445

Dear Board of Library Trustees,

I would like to express my interest in serving the Brookline community as a Library Trustee. My name is Jeremy Dela Cruz and I am a Coolidge Corner resident and Town Meeting Member for Precinct 10. While our town continues to respond to the challenges of these unprecedented times, I remain committed to amplifying issues of equity and belonging. As a Library Trustee, I would aim to ensure that the Public Library endures as an activated third space for civic engagement through initiatives that impact the following strategic principles outlined in the FY 2018–FY 2022 Strategic Plan:

### Community Connections

When I first moved to Brookline from Chicago, applying for a Minuteman Library card was the first way I was able to integrate myself into the local community. As a first-generation Filipino-American, I hope to conduct focused outreach to immigrant populations and underserved patrons from diverse socio-economic backgrounds. I propose that one way to target the 42% of Brookline residents without a library card would be to partner with local businesses to offer discounts to card holders, which would enhance the Public Library's role and image in the town's daily life.

#### Learning & Culture

My experience as a Fulbright ETA to Andorra through The Fulbright Program strengthened my passion for literacy and language acquisition, especially within a crosscultural context. I would love to promote the Public Library as an avenue for international exchange through programming partnerships with the Brookline-Quezalguaque Sister City Project, Fulbright Association, and other local organizations.

#### Innovation & Technology

o I believe there is significant opportunity to enhance the Public Library's service offerings for the town's adolescent population. The creation of a Community Youth Corp comprised of teenaged volunteers can improve the Public Library's digital content creation and offer direct access to younger viewpoints, while the ultimate establishment of an innovation lab can promote creative collaboration and skills development.

I am confident I will contribute an action-oriented mindset as a fundraising consultant with a finance and project management background as well as related leadership experience serving on a national alumni board of the University of Notre Dame. If appointed, I would intend to run for the remainder of Gary Jones's term to ensure that Millennials, renters, and LGBTQ+ community members remain represented on the Board of Library Trustees with a dedicated advocate. I look forward to hearing from you.

Jeremy Dela Cruz

# **JEREMY DELA CRUZ**

linkedin.com/in/jeremylldc/ | Brookline, MA 02446

### SUMMARY

• Multilingual Analyst confident engaging with International Clients and Cross-Functional Teams

# PROFESSIONAL EXPERIENCE

# CCS Fundraising - Philadelphia, PA

February 2021–Present

Director

- Develop work plans, operational materials, and major gift proposals for a \$35M capital campaign
- Analyze donor data compiled from wealth screen vendors through weekly progress dashboards
- Communicate prospect research to senior leaders and operational teams for frontline implementation Selected Highlights
- Raised \$3.1M in philanthropic investments during the first four months of the campaign design phase
- Conducted a \$50M feasibility study informed by 68 strategic interviews and data-driven forecasting

### Bodycote - Andover, MA

April 2019-January 2021

**Business Analyst** 

- Presented Power BI data to illustrate aircraft revenue and industry analysis for C-Suite executives
- Managed aerospace project to track \$450M in revenue across 47 sites in Europe and the U.S.
- Led international site visits in France, Mexico, and the UK to evaluate systems and business needs

# National Futures Association - Chicago, IL

March 2018-March 2019

Compliance Examiner, OTC Derivatives

- Executed risk and control assessments of swap dealer compliance with NFA rules and CFTC regulations
- Summarized audit findings and business processes in analytical reports and PowerPoint decks

#### Interactive Brokers - Chicago, IL

February 2016-March 2018

New Accounts Specialist

- · Liaised between sales and technical teams to drive onboarding of high-net-worth customers
- Accelerated Israeli account management as the global team lead consulted by regional offices

#### **EDUCATION**

UNIVERSITY OF NOTRE DAME - Notre Dame, IN

## **Master of Science in Finance**

January 2019

Concentration: Investments | Merit Fellowship Recipient

Bachelor of Arts in French and Philosophy, cum laude

May 2015

## LEADERSHIP EXPERIENCE

### **Brookline Town Meeting** – *Brookline, MA*

May 2021-Present

Elected Town Meeting Member, Precinct 10

Advocate for issues of equity and belonging related to immigrant advancement and housing justice
 Asian Pacific Alumni of Notre Dame Board of Directors – Notre Dame, IN
 July 2020–Present Director, Student Relations

• Support Asian Pacific Islander students and alumni through diversity programming and advocacy

#### SKILLS

French - Advanced | Power BI, Visio, Business Process Mapping, Due Diligence, Public Speaking

#### October 15, 2021- Interest in Library Board of Trustees Brookline



Hello my name is Steve Flaherty and I am interested in the position on the library Board of Trustees. I grew up in Weymouth Massachusetts before school and work took me to New York, North Carolina and Ohio. I returned to Massachusetts for work and to be closer to family in 2010 and have been a resident of Brookline since that time. I have lived in and owned property at 8 Linden Court in Brookline since 2014. As a husband and a father of three children (ages 5, 7, 8) my family drives my commitment to Brookline and my love of the library system.

I have a strong background of leading collaborative groups from around the country and across the globe in my work in healthcare quality and in particular health outcomes. Throughout my professional career I've always been most interested in the voice of patients and families, I hope that this focus on listening to the needs of others and representing them on complicated and often personal matters would suit me well for the Library Trustee position.

In particular I have an interest in the health and wellness of our town as well as supporting our teens and children as they grow to be stewards of our community. The resources that we offer to our community must be diverse and dynamic, and our library system rises to that challenge. I have a particular interest in the concerns facing our adolescent population and as a Youth Director for a large (700+ teens) Youth Group in the town I grew up in I am committed to meeting teens and families where they are in order to advocate for them.

As a parent I'm interested in sustainably supporting our public services, not only our schools, parks and civil servants but the infrastructures that allow our community to be safe and vibrant- in particular our libraries. I'm an amateur gardener, beekeeper and nature lover and have found the resources of the libraries in Brookline as an amazing support.

I appreciate your consideration and I am happy to speak to anyone about my interest in this role or qualifications.

Thank you for your consideration,

Stepr P. Flut

Stephen Flaherty

### STEPHEN PATRICK FLAHERTY

Trained healthcare quality professional with 20 years' experience in the medical field. Focused on moving healthcare systems, measurement and policy forward. Expertise in building strong teams and in the use of data and novel analyses to catalyze change.

#### PROFESSIONAL EXPERIENCE

#### **Administrative Director**

Dana- Farber Cancer Institute, Gastrointestinal Oncology- Boston, MA

Sep 2019- Present

DFCI is a large academic medical center world-renowned for its leadership in adult and pediatric cancer treatment and research. A principal teaching affiliate of Harvard Medical School and designated a Comprehensive Cancer Center, Dana-Farber is a pioneer in cancer care and research.

#### Responsibilities:

- Work with Disease Center Clinical and Research leadership to develop, communicate and implement strategic plans and goals.
- Oversee new program development and execution
- Prepare and monitor operating budgets and identify and address budget variances including productivity, cFTE and RVU reporting (for 24 MD and 10 APP) and oversight on all operating expenses
- Oversee contracts with external entities, grants, clinical trials and discretionary/gift accounts as needed.
- Establish, implement and monitor processes and procedures for patient access and satisfaction to ensure excellence.
- Oversee staffing, manage the back office and new patient scheduling operations while maximizing room utilization and facilitating BWH provider templates
- Serve as primary point of contact in resolving any staff and care delivery problems within the Center and through communication directly with patients and families
- Coordinate faculty offer/retention packages, provider training, and credentialing
- Recruit and train administrative teams.

# **Program Leader Data Management and Benchmarking** *Capadev LLP*

Jan 2019- Present

CAPADEV is a capability building consulting and technology services firm that makes it possible for companies, government entities and foundations to achieve their objectives through their own people.

#### Responsibilities:

- Lead on company strategy for a prototype data platform build. Bespoke system for clinical and patient reported outcomes data capture within a pilot group of hospitals, focusing on front line data capture, secure data storage and modelling as well as data reporting endpoints for varied stakeholders (clinician, secondary use organizations, Ministry of Health).
- Lead efforts to research, identify and coordinate healthcare and technology experts and vendors from around the globe.
- Drafting and distribution of request for information; vendor primary contact; drafting and analysis
  of data value chain and data platform overviews.
- Advisory role on new business development opportunities.
- Lead on education and codification related to data platform, outcomes data, healthcare information capture/ storage/ use and visualization for international training and education efforts.
- Create and execute training related to data capture, storage and use as relates to Value Based Healthcare.

#### Accomplishments

Created and designed training modules for e-learning on data management and use.

- Submitted successful consulting bid for education and training of multi-hospital collaborate in the Middle East.
- Created and supported training for 9 hospitals across the Kingdom of Saudi Arabia with both remote and in person subject matter expertise on VBHC.

#### **Director Standardization and Benchmarking**

International Consortium for Health Outcomes Measurement (ICHOM)

Sep 2017- Dec 2018

ICHOM is a non- profit founded in 2012 with the mission to unlock the potential of value-based health care by defining global Standard Sets of outcome measures that matter to patients for the most relevant medical conditions and by driving adoption and reporting of these measures worldwide.

#### Responsibilities

- Direct ICHOM's benchmarking work with strategic partners and health information technology firms globally.
- Direct ICHOM's standard set work stream including working group membership recruitment, securing funding and work product design. Manage internal and external staffing resources.
- Line management responsibilities for 5 direct reports, 9 indirect reports and multiple external partners.
- Oversight on United States based patient reported outcome measurement development and implementation in multiple regions and diverse medical conditions (colorectal cancer, lung cancer, breast cancer, anxiety and depression) with patient groups, payers and providers.
- Management of methodologic issues related to measure development of cancer related PRO-PMs for pain and quality of life per NQF measure development standards.

#### Accomplishments

- Created and designed program goals including in depth reviews of regulatory requirements, data analysis plans, drafts and submission of publications and design of visual outputs.
- Reviewed and selected data partner to meet all regulatory (GDPR, HIPAA) and analytic project design issues across 10 countries, 88 hospital sites and ~100,000 unique patients.
- Harmonized existing ICHOM standard set variables across 24 medical condition areas and 375+
  case mix variables. Including a review of international data standards and use cases for
  integration within clinical settings. Created scalable data variables for integration and capture
  within diverse healthcare settings.
- ICHOM lead on organization, drafting, submission or CMS Grant # 1V1CMS331641-01-00 (won)
- Supported implementation sites globally through on-site guidance, workshops and remote efforts in Australia, Asia, Europe, South and North America. Focus areas of data capture, data analysis, data use in clinical practice, risk adjustment and measurement comparison.

#### **Senior Manager Quality Reporting**

April 2011- Oct 2017

Dana-Farber Cancer Institute (DFCI), Quality and Patient Safety – Boston, MA

#### Responsibilities

- Organize all aspects of quality improvement data collection and reporting for hospital quality and patient safety, inclusive of all hospital departments and disease centers with information for accreditation, clinical improvement, patient safety, quality improvement and hospital operations.
- Manage the organization, review and submission of core measure, PCHQR, MIPS and other federal and state data submissions for compliance with existing and prospective mandates.
- Represent the Institute through group work, project design, and consensus building within national collaboratives including the Alliance of Dedicated Cancer Centers (ADCC) as Project Manager for EPIC 26 PRO implementation, the Comprehensive Cancer Center Consortium for Quality Improvement (C4QI) as elected chair from May 2016 through May 2018, PPS-Exempt Cancer Hospitals Quality Reporting Program (PCHQR) Cancer Hospital Workgroup (CHW), and the National Quality Forum (NQF).
- Manage patient satisfaction survey efforts including survey design, sub group design and sampling selection as well as results analysis/ benchmarking and dissemination. Managed and organized all state and federally required CAHPS and experience outputs.
- Work with senior leaders and clinical staff facilitating discussions across stakeholder groups regarding existing data, reports, and analyses with continual assessment of unmet needs and potential system enhancements.

#### Accomplishments

- Designed and maintained bespoke data submission portal, automated report generators, and multiple quality metric dashboard outputs for both external and internal stakeholders.
- Created systems and teams to meet federal mandates for data reporting (PCHQR) from the programs beginning. Trained other hospitals across the country on programmatic needs.
- Moved hospital to electronic patient satisfaction surveying in pilot (Breast Oncology) and second pilot (Pediatrics) departments.
- Supported transition of hospital from a local EMR to EPIC medical record system as a CADENCE super user and through report writing and validation across EPIC modules.
- Supported 3 Joint Commission hospital accreditation and one CMS for cause survey and successfully organized all required follow up and resolution to identified deficiencies.

#### **Manager Quality Initiatives**

June 2009- April 2011

Ohio Hospital Association (OHA), Quality Institute – Columbus, OH

OHA is the nation's first state-level hospital association. OHA fosters collaboration and improvement with member hospitals and health systems to ensure a healthy Ohio. OHA represents 237 hospitals and 13 health systems throughout Ohio.

### Responsibilities

- Manage and organize 5 regional quality collaboratives across the state, coordinating with medical and executive leadership on clinical quality, infection control, electronic medical record sharing, preventable harm, state and federal reporting, and patient safety across 96 hospitals.
- Manage all aspects of CORE measure submissions for 24 Ohio hospitals to CMS and the Joint Commission as an ORYX core measure vendor.
- Represent state hospital interests as a member of the Data Expert Group for hospitals to the department of health regarding public reporting and payment.

#### Accomplishments

- Through collaborative model saw rapid increases in CLABSI bundle and Hand Hygiene compliance within a 6-month period statewide.
- Developed new electronic data submission systems and created training programs for hospital management and personnel on Joint Commission and CMS standards.
- Implemented continual education and created a submission system for all 200+ Ohio hospitals to upload quality data to the Ohio Department of Health.

**Project Manager** 

March 2009- June 2009

Dana-Farber Cancer Institute, Center for Community Based Research – Boston, MA

Research Assistant

January 2008 - March 2009

UNC Hospital, Physical Medicine and Rehabilitation Unit - Chapel Hill, NC

Consultant

October 2007 - December 2008

Dana-Farber Cancer Institute - Boston, MA

Global Health Intern

May 2008 – October 2008

Christian Children's Fund - Richmond, VA

**Research Assistant** 

July 2006 – October 2007

Dana-Farber Cancer Institute, Center for Community Based Research – Boston, MA

Senior Technician

September 2004 – June 2006

Dana-Farber Cancer Institute – Boston, MA

**Senior Technician** 

May 2004 - September 2004

Columbia University Biology and Chemistry Department - New York City, NY

Research Technician

September 2001 – May 2004

MIT Whitehead Institute for Biomedical Research - Cambridge, MA

#### EDUCATION

Masters in Public Health Leadership (MPH), Certificate in Global Health University of North Carolina – Chapel Hill, NC

December 2008

Bachelor of Science (BSc) – Biochemistry, Minor Classics Union College – Schenectady, NY

May 2001

#### SELECT BOARDS AND COMMITTEES

IMI EHDEN working group member 2018

IMI Pioneer working group member 2018

Comprehensive Cancer Center Consortium for Quality Improvement NQF Innovation Grant Reviewer 2017

Steering Committee of the NQF Cancer Member Network 2018

#### SELECT PUBLICATIONS / PRESENTATIONS

National Implementation of ICHOM Standard Sets in the Gulf Region: Fares, Saade, Mazen Ferzly, Karen Manasfi, Ishtar Al-Shammani, Zofia Das Gupta PhD, Stephen Flaherty, MPH; ICHOM Conference 2021 Poster

Value Based Care: Introduction, Implementation and Inspiration- Mumbai India- 21 October 2019 Presentation

*Outcome Measurement*- 1st Annual Global Health Congress- Riyadh, KSA 10 September 2018 <u>Presentation</u>

Patients and Value Based Healthcare- PhRMA- Washington DC, USA 7 December 2018 Presentation

Value Based Healthcare in Action- Techna Symposium- Toronto, CAN 2 November 2017 Presentation

The Patient Experience: Patient Characteristic Differences in Response: Stephen Flaherty, MPH; Constance M. Barysauskas, MS; Paul J. Catalano, ScD; ASCO 2017 <u>Poster</u>

Learning from and Engaging Patients/Families during the Implementation of a New Medical Record System: Stephen Flaherty, MPH; Kathleen Horvath, Patricia Jahoda Stahl, MEd; ASCO 2016 Poster

Lessons Learned From a Cancer Center Specific Federal Quality Reporting Program: Stephen Flaherty, MPH; Denise Morse, MBA; Tracy Spinks, BBA; Sara Berger, MBA; Lisa Kidin, RN, MSN, MHA, CPHQ; Thomas Ross, MS ASCO 2014 Poster

Integration of a Cancer Registry Dataset into a Hospital-Wide Central Data Warehouse: Stephen Flaherty, MPH; Robert Savage, MCIS; Ingrid Stendhal, MIS; Susan Roston; Abhijeet Makhe; Veronica Mead; ASCO 2014 Poster

The Standardization of Initial Chemotherapy Teaching: Carole K. Dalby, RN, MBA; Marylou Nesbitt, APRN-BC, AOCN; Carol A. Frechette, RN, BSN, OCN, Kathleen Kennerley, RN BSN; Lisa H. Lacoursiere, RN, BSN; Stephen Flaherty, MPH; Paul J. Catalano, ScD, Frances Fuller, RN, MA, FACHE, OCN; Jodi Thiele, RN, BSN, MBA, OCN; Heather Gilchrist, RN, BSN, OCN; Judith Kostka RN, MS, MBA, OCN; Lori Buswell, NP, MS, OCN; ASCO 2013 Poster

Team Training in Adult Oncology: Anne Gross, Ph.D., RN, Susan Mann, M.D., Saul Weingart, M.D., Ph.D., Michael Kalfin, MPH, Rachel Deering, MPH, A.D. Norden, L.A. Buswell, M. Constantine, F. Fuller, F. Briccetti, J. Thiele, R. Freter, J. Kostka, G.K. Sherwood, J. O'Connor, Craig Bunnell, M.D., MPH, MBA; ASCO 2013 Poster

Richard Brilli, M.D., J. Terrance Davis, M.D., Andrew Thomas, M.D., Steve Flaherty, M.P.H., David Engler, Ph.D., Regional Transparency via a Preventable Harm Index Central Ohio Quality Collaborative, Columbus, Ohio. *IHI 22<sup>nd</sup> Annual National Forum on Quality Improvement in Health Care*. 2010 Dec. Poster.

Julie E. Mangino, L. Hines, Yosef Khan, E. R. Dubberke, Carol Jacobson, David Engler, Stephen Flaherty, K. B. Stevenson; *Clostridium difficile* Infections (CDI): Collaborative for the State of Ohio (OH), SHEA Conference, November 2010.

Bang H, Flaherty SP, Kolahi J, Park J, Blinding Assessment in Clinical Trials: A review of statistical methods and a proposal of binding protocol. *Clinical Research and Research and Regulatory Affairs*, 2010; 27(2): 42-51.

Allen JD, Fantasia HC, Fontenot H, Flaherty SP, Santana J. College Men's Knowledge, Attitudes and Beliefs about the Human Papillomavirus Infection and Vaccine. *Journ. Adolescent Health.* 2009 Nov;45(5):535-7.

Kelley BP, Lunn MR, Root DE, Flaherty SP, Martino AM, Stockwell BR. A flexible data analysis tool for chemical genetic screens. *Chem Biol.* 2004 Nov;11(11):1495-503.

Root DE, Flaherty SP, Kelley BP, Stockwell BR. Biological mechanism profiling using an annotated compound library. *Chem Biol.* 2003 Sep;10(9):881-92.

#### OTHER

Youth Director June 2013 - Present

Old South Union Church- Weymouth Massachusetts

- Oversee all aspects of a 750 member non- denominational Youth Group (ages 12-18)
  - Recruit and train 50+ staff
    - Develop programming on inclusivity, leadership, social/ physical/ mental issues
    - Organize all external speakers and events
    - Manage budget and funding for all programming costs
    - o Share lessons learned and program goals to external parties ad hoc
    - o https://oldsouthunion.org/about/staff/

#### Coach Men's Rugby

Harvard University - Cambridge, MA

March 2012- May 2016

Team Captain April 2013- Present

Boston Athletic Association- Runner Family Relations

- Oversee interactions between families and injured runners for Boston Marathon
  - Recruit and train 25 staff annually
  - o Develop protocols and reporting requirements with medical staff
  - Organize race day program and team
  - o Integrate lessons learned across all volunteer and runner groups for future years

**Dual Citizenship** 

Republic of Ireland and United States of America

**Online Profile** 

https://www.linkedin.com/in/stephen-flaherty-a525854/

Interests Family, Reading, Beekeeping, Guitar, Rugby, Skiing, Hiking, Travel. Mindfulness & Meditation

To the Brookline Library Trustees,

My name is Rick Fredkin. This letter is to express my interest in the open Trustee position. Below is a short description of myself. As well I have attached a truncated CV.

I currently reside on Hyslop Road with my wife Ingrid. We are the proud parents of Robert and Marina who attend Runkle School, going into 6th and 4th grade, respectively.

Professionally I have over 25 years in the technologies field in many varied rolls. Relevant to libraries, I am currently the founder and CEO of Eduporium. Eduporium is a leading supplier of STEM/STEAM and makerspace technologies to schools and libraries nationwide.

Outside of my professional life I also have the following positions:

Brookline Town Meeting Member for Precent 14. Boston Museum of Science Board of Advisers:

- Co-Chair of the Service, Enrichment and Engagement Program
- Museum of Science Boston Science Common Technology Task Force

Please feel free to be in touch anytime.

Thank you for the consideration,

Rick Fredkin

#### RICHARD FREDKIN

\_\_\_\_\_

A lifelong entrepreneur who started professionally in the technology field at the age of twelve. With over twenty years of experience in the industry, I have worked with a diverse set of companies and industries.

My involvement ranges from Fortune 500 companies to tech-focused startups.

### **PROFESSIONAL EXPERIENCE:**

# Eduporium, Newton, MA

2012 - Present

CEO and Founder

- Nationwide supplier and solutions provider of advanced technologies in education (Coding, Robotics, IoT, VR/AR, Drones, 3D Printing, etc...)
- Eduporium was ranked as the 4th most influential brand in STEM globally (2018 Onalytica)

# Notable projects:

• Exclusive Provider of STEM (including IoT) kits including all content, workbooks and materials for (on fifth year of program).

Customer: Boy Scouts of America

- VR capture solutions, training and documentation for use in recruitment Customer: United States Air National Guard
- National partner for many IoT companies. Eduporium has delivered tens of thousands IoT devices and custom kits for education nationwide.

# Hardwick Technologies, Newton, MA

2005 - Present

CEO and Founder IT Solution Provider

#### Notable projects:

- Core network for mid-sized credit card processing company Customer: Aurus, Inc.
  - o Designed, delivered, nationally distributed redundant survivable core data network
  - o Trained internal engineers to operate, monitor and diagnose network
  - Configured and integrated networks to process credit cards for all OReillys Auto Parts locations (3000+ Stores)
- Faster than fiber communication method for long distance market pair arbitrage Customer: Top Ten Hedge Fund
  - Legally formed independent Hedge Fund with Prime Brokerage Account and clearing through JPMorgan
  - o Gained access to SIP L2 market feeds from exchanges globally to preform big data validation of arbitrage potential

## RICHARD FREDKIN

- o Delivered prototype design to customer
- Multi Petabyte Storage Array's for wide area video analytics

Customer: Confidential

- Deployed in five countries
- Acquired and delivered internationally hard drives in quantities representing entire U.S. commercial stock of model

## **EDUCATION:**

• Attended public and private grade schools.

1984-1995

• Obtained my high school degree by taking the GED examination in 1998 at 16 years old.

# **HOBBIES:**

- Multi-Engine Instrument Flight Rules rated pilot
- PADI Advanced Diver

### Dear Library Trustee Selection Committee

I write because I seek to serve as a Trustee on the Board of Trustees for the Public Library of Brookline. If selected, I would be prepared to serve for the remaining two years of the term.

My family and I have been residents of Brookline for 18 years and during that time we have been very regular users of both the Main and the Coolidge Corner branches. My primary use of the library is centered around books and access to various other sources of information. I greatly appreciate the effectiveness of the Minuteman Network and other resources which, during COVID in particular, have become a lifeline for me and so many, thereby making the Library even more relevant and central to the lives of the people in Town.

The multiple uses of the Library as a community hub are central to my interest in being a trustee. In the Hunneman Room I graduated as a Community Emergency Response Team (CERT) volunteer, celebrated Brookline Woman of the Year for many years, saw my two sons recognized by the Community Relations Council, and over the years have attended dozens of community forums, concerts and book discussions. Each has been an opportunity to learn more about that day's topic and to connect and talk with engaged neighbors, friends, and fellow townspeople.

When the Driscoll School celebrated its centennial year in 2012 both the Brookline Room and the microfilm collection turned the library into a remarkable historical research site for my family-- particularly for my sons who both attended Driscoll at the time. In earlier years, both of them had exhibits displayed in the Children's Room in the lower level of the Main Branch; during those memorable weeks I visited the library daily. Each visit was filled with anticipation, excitement, and kinetic energy. These were powerful points of entry and connection for them and offered further examples of how creative programming can connect and transform lives.

These days it takes enormous restraint for me to drive by any of the three branches and not stop to browse, to read, to meander, and sometimes simply to contemplate in a quiet, communally-oriented space. On Saturday afternoons the magnetic pull of the Main branch's reading rooms are frequently too strong to resist. Those afternoons are delightful; and I know that I am by no means alone in having such strong feelings for and connections to the various branches. They are community focal points – or should I say "folkal points" --as it's the people of Town who activate and give life to these magnificent paces. Yet as I think about a Trustee role, I believe one of the most critical questions we must ask is who is missing from the library? how can we be more welcoming and accessible to those who don't yet see themselves in the picture or find comfort, riches, and inspiration within the libraries' physical virtual walls?

Professionally, I serve as Assistant Dean for Administration and Finance at MIT's School of Architecture and Planning and while I express my interest here as a resident and fan of the library in general, my professional skills in long-range planning, finance and facilitation may serve me well as a Trustee in our collective work moving forward the mission of the Public Library of Brookline.

I seek a Trustee seat out of a desire to be more involved in expansive Library planning and programming. I believe that I have much to contribute to the Trustee Board—an open mind; support for current programming and creative ideas; a willingness to listen and provide thoughtful feedback and commentary as an informed and active citizen of the Town. Perhaps as importantly as any of them, I bring with me an energy and willingness to work with others to maintain, enhance and expand the central role that the Library has and can play in the lives of all Brookline residents. There is no doubt in my mind that the Library is a jewel in this Town's crown; by serving as a Trustee I hope to ensure it remains so for generations to come.

Thank you for considering my candidacy. Ken Goldsmith 148 Jordan Road

#### KEN GOLDSMITH

### **WORK EXPERIENCE**

#### MASSACHUSETTS INSTITUTE OF TECHNOLOGY, Cambridge, MA

# Assistant Dean for Finance and Administration, School of Architecture and Planning

2013-present

- Responsible for the development, coordination, management, and monitoring of the School's space, budgetary, financial, academic, research and administrative resources.
- Serve as a senior member of the SA+P Dean's administrative team, providing guidance, advice, and support on a range of school-wide issues and projects within the school's units and across MIT, including resource development, human resources, communications, research administration, capital projects, etc.
- Support the School's department heads, faculty, administrative officers, administrative staff, and students on all aspects of Institute and School policies, procedures, and practices.
- Responsible for the development and oversight of the school's online professional education courses, including the negotiation of contracts with external vendors and the creation of new courses.
- Co-chair of the Council on Family and Work and co-lead of the TF2021 Financial Modeling working group. Act as Dean's and SA+P's representative on a number of MIT-wide committees.

#### TUFTS UNIVERSITY SCHOOL OF MEDICINE, Boston, MA

### Assistant Dean for Administration and Planning

2009-2013

- Responsible for all financial and business functions for Medical School with \$120M annual operating budget.
- Developed and managed the School's \$130M annual operating and \$10M capital budgets.
- Responsible for the development, coordination, and monitoring of the School's space, research and administrative resources with a particular focus on basic science research support.
- Oversaw all school-wide space management, planning and allocation, including developing new models for research space allocation.
- Accountable for capital improvements, including research lab build-outs and classrooms improvements.
- Worked very collaboratively with Basic Science research faculty, including Department Chairs, on all operating aspects of management, including faculty recruitment and retention, salary modifications, administrative support, etc., in order to support the research and teaching missions of the School.
- Responsible for monitoring, tracking and reporting on all revenue and expenses, government grants and indirect cost reimbursement as well as tuition and financial aid.
- Partnered with University senior leadership to develop and implement financial and administrative policies.
- Reported to the Dean for the School of Medicine as a member of his senior leadership team.

# MASSACHUSETTS INSTITUTE OF TECHNOLOGY, Cambridge, MA Director of Finance, MIT Media Lab

2006 - 2009

- Oversaw all financial and business functions for a \$32M pioneering research laboratory that was and continues to be based upon close collaboration between academia and industry.
- Responsible for intellectual property, contracts, licensing, capital planning, and fundraising impact analysis.
- Developed and negotiated contracts and sponsor relationships. Successfully negotiated and managed industry partnerships of over \$30M in multi-year operating support.
- Reported to Dean for the School of Architecture and Planning and to the Executive Director of the Media Lab.

#### Assistant Director of Finance and Space, Division of Student Life

2004 - 2006

- Responsible for all financial, administrative and facility planning for Dean's Office, Enterprise Services and Student Life programs.
- Led development and execution of short and long-range financial plans, models and budgets including expansion and renewal projects.
- Managed and administered area-specific space administration projects and processes.
- Responsible for capital and space planning, including its \$200M capital plan.

# Administrative Officer, Department of Political Science

2000 - 2004

- Directed all departmental administrative and financial operations including budgets, space, personnel and student-

#### KEN GOLDSMITH

ijklgoldsmith@gmail.com

617-285-3660

related matters.

- Advised Department Chair on financial matters, including annual allocation, research and fund account balances.
- Managed graduate student financial aid; monitored general and fund accounts and research projects.
- Responsible for all departmental reports including annual Presidential Report, Strategic and Budget Documents, and biannual Visiting Committee Report.

# Senior Budget Officer, Office of Budget and Financial Planning

1997 - 2000

- Developed, managed, and evaluated annual budgets and five-year plans for multiple operating units.
- Worked with Office of Provost and Executive Vice President on long-term planning and financial analyses.
- Collaborated on capital budget planning and analysis, reporting to senior leaders.
- Assisted in the preparation of long-term debt financing and bond issuance materials. Collaborated in the preparation of debt analyses as required by debt rating agencies.
- Developed quarterly and annual Institute-wide management reports for senior leadership. Monitored MIT's internal and external financial position and projections, and related analyses.
- Assisted in the creation, conversion and implementation of SAP budget and financial database.

#### CHICAGO PARK DISTRICT, Chicago, IL

# Senior Budget and Policy Analyst

1995 - 1997

- Analyzed and supported the development and management of \$300 million operating and \$150 million capital budgets for nationally recognized innovative public park system.
- Directly responsible for fiscal management of \$50 million operating budget, including the two largest park regions and the city-wide engineering department.
- Analyzed and implemented policy proposals including successful privatization and outsourcing initiatives.
- Responsible for and monitoring capital-improvement bond proceeds for all capital projects and for nine major Museums in Chicago representing \$33 million. Developed and managed grant tracking system.

### FEDERAL RESERVE BANK OF CHICAGO, Chicago, IL

#### **Program Associate Internship**

1994

- Developed materials for Federal Reserve executive briefings, including articles on finance and banking sectors.
- Conducted cost/benefit analyses to evaluate viability of Federal Reserve regional outreach programs.

#### UNIVERSITY OF CHICAGO, Chicago, IL

# **Public Finance Research Assistant**

1993 - 1995

- Assisted Public Finance Professor in writing textbook on public sector budgeting and accounting, researching accounting material, writing, editing and proofing selected chapters, and developing sample budgets and consolidated annual financial reports.

### AEON Corporation, Fukuoka, Japan

## Foreign Language Instructor

1992 - 1993

Taught English conversation and grammar to Japanese students creating courses and teaching materials and implementing curriculum and supervising English language training of Japanese instructors.

#### THE CHRISTIAN SCIENCE MONITOR, MONITOR TELEVISION, Boston, MA

Producer 1990 - 1992

Produced <u>Affairs of State</u>, an hour-long, studio format, weekly public affairs television program about Massachusetts's political issues.

#### **EDUCATION**

The University of Chicago, Harris School of Public Policy Studies, M.P.P. Oberlin College, B.A.

October 26, 2021

Trustees of Brookline Public Library,

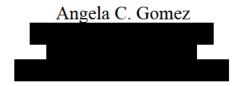
Presently I am very interested in the Brookline Library Trustee opportunity. Attached please find a resume of my employment years and a listing of some of my positions after my retirement.

In the summer of 2016 my grandson, not yet 2 years old and his parents, relocated to Brookline. One of the first places to explore in the community was the Coolidge Corner library. It was very gratifying to see the many offerings for all ages available at the library. In 2019 I also took up residency in Brookline, glad that a major asset was the library. It would be an honor for me to become a Trustee in the Brookline Library district with this current opportunity. There is one mention of library in my resume, as a Trustee in Poughkeepsie, New York, yet in a variety of my positions I became involved with libraries. There are many times while working with families Early Intervention or other programs, I urged them to have a library card, and often accompanied them to attend some of the groups for young children. Encouraged agencies to have the library become a site for early intervention screenings. Certainly tried my best to convey that becoming a library patron is indeed "priceless".

Sincerely hope that I may be able to discuss with you my background and the current mission and plans for the Brookline Library. Consider it to be an honor to serve as an interim Trustee and if appointed would want to be a candidate for a regular term.

Respectfully,

Angela C Gomez



#### Education

University of Michigan, Ann Arbor, Michigan

Ph. D. Higher and Continuing Education 1987

Dissertation in Michigan Association for Adult Education Journal, Vol. 3, 1988

State University of New York, College at New Paltz

M. A. Clinical Psychology 1975

New York University, New York City

M. A. French 1971 B. A. Psychology Major, Spanish Minor 1969

# **Employment-Human Services**

Institute for the Study of Mental Retardation and Related Disabilities.

Ann Arbor, Michigan. 1976 - 1978

Intake Coordinator. Interviewed families, gathered clinical material for summary report.

New York State, Office for People with Developmental Disabilities, Taconic Region (Mid-Hudson five county area) 1982 - 2002

<u>Program Evaluation Specialist</u>- Reporting on goals and objectives, conducting studies of Student Intern, including:

Management Planning Planning at a Large Facility (Region X AAMD Annual conference, 1987)

Consumer Satisfaction: Pilot Study (Eastern Evaluation Research Society conference, 1991)

<u>Psychologist</u> – provided assessments and behavioral plans for individuals with developmental disabilities.

<u>Service Design and Development Specialist</u> – development of new agency programs for day and residential services. As coordinator for family support review of agency grant proposals and annual monitoring of programs.

#### **Post Retirement Positions**

Family Services Poughkeepsie

2004 - 2005

<u>Crime Victim Counselor</u> (PT) Assist victims of crimes with the aftermath: dealing with police and judicial process, with rape victims support with forensic exam. Case load included Spanish speaking individuals.

Literacy Connections, Poughkeepsie

2006

Evaluate Even Start Family Literacy Program

Mid-Hudson Association Persons with Disabilities, Poughkeepsie. 2009 - 2014 Director, managed a Family Support Services grant from New York State, increased funding by 30 %. Caseload as Service Coordinator in Early Intervention Program, designated for bi-lingual families.

Substitute teacher for Spackenkill and City of Poughkeepsie schools 2017 - 2018

# **Community Interests and Experiences**

After School Care Task Force

1986

Spackenkill School District, family survey and in conjunction with Dutchess Community College developed a program.

Member of Master Plan Advisory Committee

1988 - 1991

Town of Poughkeepsie

Greater Poughkeepsie Library District Trustee

1989 - 1994

Vice President (1993 - 1994)

Member of Negotiating and Planning Committee

United Way of Dutchess County

1990 - 1995

Member of Allocation and Problem Solving Committees

Docent at Wilderstein, historical Hudson Valley home

1997 - 2001

References upon request

My cell phone is: (914 - 456 - 5560)

.

I would be interested in being a Library Trustee. I would fill the remainder of the open term.

Thanks, Lynda Kabbash

# The Faculty of Medicine of Harvard University Curriculum Vitae

**Date Prepared:** September 17, 2021

Name: Lynda Gail Kabbash, MD

Place of Birth: Montreal, Canada

**Education:** 

1973 CEGEP Diploma McGill University; Montreal,

Quebec, Canada

1977 MD, CM Medicine/surgery McGill University

**Faculty Academic Appointments:** 

2019- Assistant Professor, Medicine HMS

Part-time

**Appointments at Hospitals/Affiliated Institutions:** 

1991- Associate Staff Medicine New England Baptist Hospital

(NEBH); Boston, MA

1996- Courtesy Staff Medicine Beth Israel Deaconess Medical

Center (BIDMC); Boston, MA

1998- Staff Allergist Allergy Department Harvard Vanguard Medical

Associates (HVMA)/Atrius Health,

Boston, MA

**Major Administrative Leadership Positions:** 

Local

2019- Associate Chief of Allergy Atrius Health 2019- Director, Allergy Mixing Lab Atrius Health

**Committee Service:** 

Local

1994-1997 Cancer Committee New England Baptist Hospital (NEBH)

2011- Drug Allergy Committee NEBH

**Professional Societies:** 

1990-1993, Massachusetts Medical Society (MMS)

2010-

2015-2017 President, Norfolk District

2016 Journal Club Moderator, Women Delegate

Luncheon, Waltham, MA

Lynda Gail Kabbash, MD

2016 Chair, Task Force on Physician Public

Communication

2016- Chair, District Leadership Council 2018-2021 Assistant Secretary-Treasurer

2021- Secretary-Treasurer

1990- American Medical Association (AMA)

2015- Organized Medical Staff Section Representative

for New England Baptist Hospital

2019-2021 Reference Committee F/Finance and Governance

2019- Alternate Delegate, AAAAI

1992- American Academy of Asthma, Allergy and

Immunology (AAAAI)

2018- Member, Advocacy Committee 2019- RSL Region I Governor

2021- RSL Region 1 Governor
Nominating Committee

2013- American Medical Women's Association

2020- Leadership Council

**Honors and Prizes:** 

2018 Community Clinician Norfolk District, Mass Recognizing professionalism and

of the Year Award Medical Society contributions as a clinician

# Report of Local Teaching and Training

**Teaching of Students in Courses:** 

2017- Practice of Medicine ICS course BIDMC/HMS summer/fall/ 1st-year medical students 60 hours annually

spring

**Clinical Supervisory and Training Responsibilities:** 

2009- Two 1<sup>st</sup>-year BWH medical residents/ Two 4-hour sessions x 6 annually

**HVMA Allergy Clinic** 

2021- Clinical nurse practitioner / Atrius 1 hour / month

Health

Laboratory and Other Research Supervisory and Training Responsibilities:

2019- Supervision of allergy preparation 8 hours/ month

extracts / Atrius Health

**Other Mentored Trainees and Faculty:** 

2019- Shruti Wilson, MD / Staff Allergist, HVMA/Atrius Health

Career stage: Junior physician. Mentoring role: Supervisor/advisor. Accomplishments:

Trainee in Stanford Food Allergy Lab.

**Formal Teaching of Peers:** 

No presentations below were sponsored by 3rd parties/outside entities.

2015- AMA and MMS Interim meetings update One

**NEBH** 

2

# 7.A.

# Lynda Gail Kabbash, MD

2015- AMA and MMS Annual meetings update One
NEBH
2021- Questions in Allergy One

Atrius Health / Wellesley Internal Medicine Group

# Report of Regional, National and International Invited Teaching and Presentations National

No presentations below were sponsored by outside entities.

2016 Allergy Presentation to Girls in Medicine Program

Paoli Hospital – The Clinic, Paoli, PA

First Women in Medicine Symposium / Moderator

AMA Headquarters, Chicago, IL

2021 Physician Extenders: Their Role in Clinical Allergy Practice / Seminar

AAAAI Annual Meeting (virtual)

# **Report of Clinical Activities and Innovations**

# **Current Licensure and Certification:**

1990 Commonwealth of Massachusetts

# **Practice Activities:**

1998- Outpatient Harvard Vanguard Medical Associates Six 4-hour sessions per week

Allergy (HVMA), now Atrius Health, Boston,

MA

1998- Allergy Consults New England Baptist Hospital, Boston, One 4-hour session per week

MA

### Clinical Innovations:

2013- Created food patch testing for patients with Eosinophilic Esophagitis at HVMA

Allergy Department, now ongoing. Based on the premise that food functions as an inflammatory substance. If this pilot is successful, this would result in a cure for this

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disease as opposed to ongoing treatment with medication.

# **Recognition:**

2013-2014	Leadership Academy - Adaptive	Harvard Vanguard/Atrius Health
	Challenge for Harvard Vanguard	
	(HVMA): waiting room times	
2016	Article in Nov. 30 Wire (weekly	Atrius Health
	newsletter), "Expanded Patch Testing	
	Services"	
2017	36 Women Physician Leaders to Know	Becker's Spine Review
		https://www.beckersspine.com/spine-
		lists/item/35206-36-woman-physician-
		<u>leaders-to-know.html</u>
2021	Member Spotlight: Lynda Kabbash	Impact Quarterly digital newsletter, AAAAI
	·	https://indd.adobe.com/view/c61d83f0-04b3-

# Inn Holder License / All Alcohol / Common Victualler / Alternate Manager / Entertainment

Applicant:

E.K. Webster Corp.

DBA:

Iris Hotel Boston

Location:

30 Webster Street Brookline, MA 02446

# **Application Details:**

Question of approving the application of a new Inn Holder License for E.K. Webster Corp. d/b/a Iris Hotel Boston at 30 Webster Street

Question of approving the application of a new All Alcoholic Beverages License for E.K. Webster Corp. d/b/a Iris Hotel Boston at 30 Webster Street. Proposed manager of record is Wagner Quintanilha. Proposed Operating Hours of operation will be Sunday – Saturday 6:00 am to 1:00 am. Proposed Alcoholic beverage service hours are Hours of operation will be Sunday – Saturday 10:00 am to 1:00 am.

Question of approving the application of a new Common Victualler License for E.K. Webster Corp. d/b/a Iris Hotel Boston at 30 Webster Street. Proposed Operating Hours of operation will be Sunday – Saturday 6:00 am to 1:00 am. Proposed Alcoholic beverage service hours are Hours of operation will be Sunday – Saturday 10:00 am to 1:00 am. Seating will consist of 60 inside and 20 outside.

Question of approving the application of Alternate manager Elena Kavanagh for E.K. Webster Corp. d/b/a Iris Hotel Boston at 30 Webster Street.

Question of approving the application of an Entertainment license, which will consist of Radio, recorded music and televisions Saturday - Sunday 12:00PM - 11:00PM, live music Thursday - Sunday 6:00PM - 10:00PM.

# **Reports (Attached):**

Health Department (Approved)
Building Department (Approved)
Police Department (Approved)
Fire Department (Approved)

# MEMORANDUM

TO:

Mark Morgan, Acting Chief of Police

FROM:

Melvin Kleckner, Town Administrator

RE:

All Alcoholic Beverages License

DATE:

September 23, 2021

May we please have reports on the attached application:

Applicant:

E.K. Webster Corp.

DBA:

Iris Hotel Boston

License Type:

All Alcoholic Beverages License - Innholder

Location:

30 Webster Street Brookline, MA 02446

**Application Details:** 

Request of approving the application of a new All Alcoholic Beverages License for E.K. Webster Corp. d/b/a Iris Hotel Boston at 30 Webster Street. Proposed manager of record is Wagner Quintanilha. Proposed Operating Hours of operation will be Sunday – Saturday 6:00 am to 1:00 am. Proposed Alcoholic beverage service hours are Hours of operation will be Sunday – Saturday 10:00 am to 1:00 am.

This application is scheduled to go before the Board on October 19, 2021. May we please have the reports no later than October 12, 2021.

Thank you.

# **Checklist for Alcohol License**



	rilling ree receipt paid to the Alcoholic beverages control confinission
V	Monetary Transmittal Form
4	Legal Advertisement
熔	Business Certificate (Town Clerk's Office)
V	New Retail Application
V	Business Structure Documents
	<ul> <li>If Sole Proprietor, Business Certificate</li> </ul>
	<ul> <li>If Partnership, Partnership Agreement</li> </ul>
	o If corporation or LLC, Articles of Organization from the Secretary of the
,	Commonwealth
V	CORI Authorization Form for proposed manager of record and ANY individuals with direct or
	indirect beneficial or financial interest in the proposed license
	Manager Application
	Proof of Citizenship for proposed manager of record
1	Vote of Corporate Board
	Supporting Financial Records
Y	2-8a 8
1	Floor Plans
1000	Check for \$10.50 Legal Ads (Newspaper Notice Must Be Made Within 10 Days of Hearing)
	Check for 5% of license filing fee (New Applications)
	General and Liquor Liability Insurance Certificate
	Workers' Compensation Insurance Affidavit
	Common Victualler or Package Store Application
	Entertainment Application (if applicable)
	Alternate Manager Application (if applicable)
	Outdoor Seating Application (if applicable)
1000	
	Abutter Notification (Must be sent by CERTIFIED MAIL)
	Copy of Legal Ad
1	Report from Brookline Police
· 👿	Report from Building
	Report from Fire
W	Report from Health



# BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

TO:

Acting Chief Mark P. Morgan

FROM:

Lt. Michael P. Murphy #31

DATE:

16 November 2021

RE:

E.K. Webster Corp., d/b/a Iris Hotel Boston – 30 Webster St. Brookline MA., New All

Alcoholic Beverage s12 License, Mgr. and Alt. Mgr., CV and Entertainment License

Sir,

E.K. Webster Corp., d/b/a Iris Hotel Boston – 30 Webster St. Brookline MA, 02446, represented by Atty. Steffani Boudreau, of the Law office of Robert L. Allen, Brookline MA 02445, has applied for the approval of new On-Premises s.12-Restaurant, All Alcohol Beverage license. The location is part of a new hotel that would feature a restaurant/bar scheduled to open in March of 2022. The proposed Manager of Record is Wagner Quintanilha, and the proposed Alternate Manager of Record is Elena Kavanagh. Hours of operation for this new bar/restaurant will be Sunday – Saturday 6:00 am – 1:00 am and alcohol service is requested 10:00 am to 1:00 am Sunday – Saturday. They are also requesting a new CV and entertainment license for live music, prerecorded music, and television.

# Entity / Licensee Name

E.K. Webster Corp. 1249 Beacon St., Suite 1 Brookline MA 02446

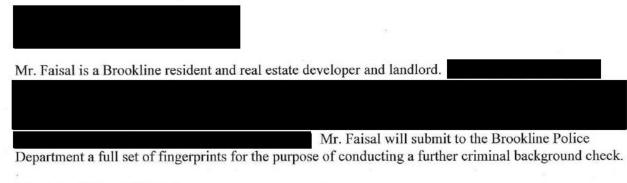
A Corporate vote was taken on 13 September 2021 and duly voted authorizing Anwar Faisal to sign the application and necessary paperwork in regard to the new license. Wagner Quintanilha was voted as the manager of record for the corporation. A ten year lease with Coolidge Webster Realty Trust was submitted. Mr. Anwar Faisal will pay \$75,000.00 for business assets.

Corporate Structure: E.K. Webster Corp.

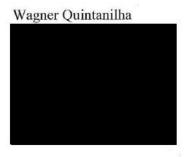
Anwar Faisal

President, Treasurer, Secretary, and Director- 100% Ownership





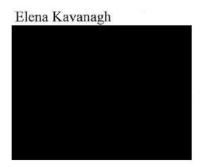
Manager of Record Request:



Mr. Quintanilha has been the General Manager of the Holiday Inn Express Boston since 2013. He also owns and runs Wagner Hospitality Management servicing clients around the country. Before that, Mr. Quintanilha was the Asst. General Manager of the Cosmopolitan Hotel in New York. Prior to that position, he was a senior accountant at the Delmonico Hotel, from 1996-2001. He has a bachelor's degree from Manhattan College in New York.

A check of applicable law enforcement databases revealed no information that would disqualify Mr. Quintanilha from being named as Manager of Record. Mr. Quintanilha will submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. Current queries of other applicable law enforcement databases revealed no information that would disqualify this applicant. Mr. Quintanilha is a naturalized US citizen and does not have a financial interest in this company, nor has he ever been a manager of record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled. Professional recommendations have also been provided in support of the applicant. I will speak to Mr. Quintanilha about the requirements and responsibilities as the Manager of Record prior to the opening of the new establishment.

# Alternate Manager of Record Request:





Ms. Kavanagh has been the director of sales at the Holiday Inn Express in Boston since 2016. Prior to that she was a sales manager at Leading Market Technologies. She also has a bachelor's degree from Moscow State University of Arts (Russia). A check of applicable law enforcement databases revealed no information that would disqualify Ms. Kavanagh from being named as alternate manager of record. Ms. Kavanagh will submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. Current queries of other applicable law enforcement databases revealed no information that would disqualify this applicant. Ms. Kavanagh is not a US citizen and has he ever been a manager of record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled. Professional recommendations have also been provided in support of the applicant. I will speak to Ms. Kavanagh about the requirements and responsibilities as the Alt. Manager of record prior to the opening of their new establishment.

Both Mr. Quintanilha and Ms. Kavanagh are Tips on premises certified in the safe service of alcohol. They both also possess state Crowd manager certification. I have spoken to both of them and they have been given the Town of Brookline Liquor regulations. I will meet with them in person prior to the opening of the hotel.

At this time, I find no reason to deny the request for a new All Alcohol Beverage License to E.K. Webster Corp. d/b/a Iris Hotel Boston. The twenty-seven year old information regarding Mr. Faisal should not hinder the approval of the license. I also do not find any reason to deny Mr. Quintanilha's request for the position of Manager of Record or that of Ms. Kavanagh's request as Alternate Manager of Record. I see no reason to deny the application for a common victualler license with hours of operation for this restaurant Sunday – Saturday 6:00 am – 1:00 am and alcohol service is requested 10:00 am to 1:00 am Sunday - Saturday. I see no reason to deny the entertainment license request for prerecorded music and television is Saturday – Sunday 12:00 pm – 11:00 pm. With live music Thursday – Sunday 6:00 pm – 11:00 pm. Thank you.

Respectfully submitted, Lt. Michael P. Murphy #31





# TOWN OF BROOKLINE

### DEPARTMENT OF PUBLIC HEALTH

11 Pierce Street, Brookline, Massachusetts, 02445 Telephone: (617) 730-2300 Facsimile: (617) 730-2296 Website: www.brooklinema.gov

Our vision is an inclusive community that is healthy, safe, connected & equitable for all!

# BROOKLINE DEPARTMENT OF PUBLIC HEALTH M E M O R A N D U M

To:

Melvin Kleckner, Town Administrator for the Select Board

From:

Pat J. Maloney, PJM

Acting Health Commissioner of Public Health & Human Services

Date:

11/8/2021

Re:

E.K. Webster Corp., Applicant

Iris Hotel Boston

30 Webster St, Brookline, MA 02446

New Hotel-CV-Alt Mgr-Entertainment, License Type

Please be advised that the Brookline Department of Public Health (BDPH) has reviewed the application and plans for the above noted establishment. BDPH has no objection to the issuance of a New Hotel - CV-Alt Mgr-Entertainment license.

This recommendation is under the following conditions:

- The establishment must comply with Town of Brookline COVID-19 Health and Safety Standards for food establishments. These safety standards include but not limited to: wear face coverings while indoors, wear gloves when contact with Ready-To-Eat foods as well as clean all tables and chairs frequently.
- The establishment is renovated to comply with Health Code requirements.
- The operator maintains Food Safety, Allergy Awareness and Alcohol Server Certifications.

- An odor control system should be installed and maintained to prevent excessive cooking odors should BDPH receive valid nuisance complaints.
- The operator must provide a Trash Management Plan for review and approval by BDPH.
- The establishment receives a pre-operational inspection before the license is released.
- All required applications and fees are submitted to BDPH as required.
- The establishment must comply with the Town By-Laws on the use of artificial Trans-Fats, Polystyrene and Offering Public Water.

S:food SelectBoard/IrisHotelCV-ENT-2021

# **Tiffany Souza**

From:

David A Randolph

Sent:

Wednesday, October 27, 2021 11:02 AM

To:

Tiffany Souza

Subject:

Re: Updated - Request for Report - Iris Hotel

Hi Tiffany,

The Fire Department has no objections with the application moving forward.

Sincerely,

David Randolph
Deputy Chief
Fire Prevention Division
Brookline Fire Department
(617) 730-2266 (o)
http://www.brooklinema.gov/fireprevention

From: Tiffany Souza <tsouza@brooklinema.gov> Sent: Wednesday, October 27, 2021 10:53 AM

To: Dan Bennett <dbennett@brooklinema.gov>; David A Randolph <drandolph@brooklinema.gov>; Debra Mann

<dmann@brooklinema.gov>; Jasmine Stokes <jstokes@brooklinema.gov>; John F. Sullivan, Chief of Dept

<įfsullivan@brooklinema.gov>; Kristen Curtis <kcurtis@brooklinema.gov>; Mark Morgan

<mmorgan@brooklinema.gov>; Mike Murphy - Police <mpmurphy@brooklinema.gov>; Pat Maloney

<pmaloney@brooklinema.gov>; Roland Lankah <rlankah@brooklinema.gov>; Tiffany Souza <tsouza@brooklinema.gov>;

Todd Cantor <tcantor@brooklinema.gov>; Todd Kirrane <tkirrane@brooklinema.gov>

Subject: Updated - Request for Report - Iris Hotel

Thank you Dan.

Todd I contacted the attorney.

# Tiffany Souza

Administrative Assistant - Licensing



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# Daniel F. Bennett Building Commissioner

# TOWN of BROOKLINE

Massachusetts

# **BUILDING DEPARTMENT**

# INTEROFFICE MEMORANDUM

Date: November 9, 2021

To: Melvin Kleckner

Town Administrator

From: Daniel Bennett

**Building Commissioner** 

Re: 30 Webster Street – Request from E. K. Webster Corp., d/b/a Iris Hotel Boston, Wagner

Quintanilha, General Manager, for a All Kinds Common Victualler, Innholder and Entertainment (Radio, Taped Music, TV & Instrumental Music – guitar & piano) License with a seating capacity of 60 inside and 20 patio seats and hours of operation Sunday-Saturday 6am-1am, Liquor hours are Sunday-Saturday 10am-1am (your memo dated October 27, 2021)

The subject property is located in a G-1.75(LSH) Limited Service Hotel District. The use as a Limited Service Hotel with a restaurant of less than 5,000 square feet is permitted by as of right per **Section 4.07**, **Use #8A** of the Town of Brookline Zoning By-Law.

The Board of Appeals, in Decision 2019-0004, granted the necessary variances/special permits to renovate the building for a Limited Service Hotel with a restaurant. The premises conforms to the pertinent provisions of the State Building Code for use as a restaurant with a maximum capacity of eighty (80) seats (60 inside and 20 patio). The Building is currently under construction and is expected to open in the spring of 2022.

The applicant is reminded that any change in layout of seating to accommodate the Instruments and will require further review by this department. If a noise problem occurs as a result of this use, the applicant will be responsible for providing documentation, such as a report with measurements from a Sound Level Meter, indicating compliance with Article 8.15 Noise Control of the Town of Brookline General By-Laws.

If an odor problem occurs because of this use, an odor control system designed and stamped by a registered professional engineer must be installed with a maintenance and cleaning schedule approved by the Building Department.

The Building Department has no objection with the application from E. K. Webster Corp., d/b/a Iris Hotel Boston, Wagner Quintanilha, General Manager, for a All Kinds Common Victualler, Innholder and Entertainment (Radio, Taped Music, TV & Instrumental Music – guitar & piano).

# **INNHOLDER**



# OFFICE OF SELECT BOARD 333 WASHINGTON STREET BROOKLINE, MA 02445 (617) 730-2200

# INNHOLDER LICENSE APPLICATIONS INSTRUCTIONS

- (1) Fill out and return the attached application with the following attachments to the Select Board's Office, 333 Washington Street, Brookline, MA 02445 or e-mail to Tiffany Souza: tsouza@brooklinema.gov
  - (a) Copy of food and beverages menus (including any alcoholic beverages menu(s)).
  - (b) General description of the operations, including restaurant operations.
  - (c) If applicant is a corporation, submit a copy of Articles of Organization and fill out the attached Vote of Corporation Form.
  - (d) Description of a plan for the control of elimination of litter.
  - (e) Interview Form and three (3) letters of character reference.

    (All individuals listed on application must supply this information.)
  - (f) If the location is currently licensed, a letter from the current licensee stating that the license will be surrendered when one is granted to the applicant.

# (2) Fee Schedule:

All Kinds Alcohol Prior to 12M Closing \$4,000.00 12:01am – 1:00am Closing \$4,500.00 1:01am – 2:00am Closing \$5,000.00

No Alcohol:

\$225.00

NOTE: OTHER DEPARTMENT FEES ARE SUBMITTED TO THE SELECT BOARD'S OFFICE AND ARE DUE AND PAYABLE TO THE *TOWN OF BROOKLINE* BEFORE THE LICENSE IS ISSUED.

# OFFICE OF SELECT BOARD 333 WASHINGTON STREET BROOKLINE, MA 02445 (617) 730-2200

# APPLICATION FOR NEW LICENSE INNHOLDER

DATE:September 15,	2021			
LOCATION: 30 WE	bster S	street, Broo	kline, MA	
APPLICANT: E.K. V	Vebste	r Corp.		
	INDI		SHIP/CORPORATION	I
<sub>D/B/A:</sub> Iris Hote	1			
BUSINESS PHONE: 61	7 730 5	5886		- West of the second
BUSINESS OWNERSHIE	- INDIVIDUA	L/PARTNERS/COR	PORATE OFFICERS:	
Anwar Faisal				
NAME	TITLE	ADDRESS	PHONE#	EMAIL ADDRESS
			-	
NAME	TITLE	ADDRESS	PHONE #	EMAIL ADDRESS
NAME	TITLE	ADDRESS	PHONE #	EMAIL ADDRESS
HAVE YOU PREVIOUS	Y HELD AN II	NNHOLDER'S LICEN	ISE IN BROOKLINE /	ELSEWHERE?
No				
IF YES, LOCATION: AN	D DATES:			
IF NOT, DO YOU HAVE	PRIOR EXPE	RIENCE IN THE INN	HOLDER BUSINESS:	
No.				
IF YES, LOCATIONS AN	D DATES:			

PREMISES TO BE LICENSED (STREET & NUMBER): 30 Webster Street, Brookline, MA
PREMISES TO BE LICENSED ARE DESCRIBED AS FOLLOWS: Independent upscale hotel featuring 119 guest rooms, a small bar and a small bistro styled restaurant.
NUMBER OF ROOMS ON: 1 <sup>ST</sup> FL 0 2 <sup>ND</sup> FL 17 3 <sup>RD</sup> FL 17 4 <sup>TH</sup> FL 17 5 <sup>TH</sup> FL 17 8 <sup>TH</sup> FL 17 9 <sup>TH</sup> FL 0
TOTAL NUMBER OF ROOMS WHICH MAY BE RENTED: 119
MAXIMUM NUMBER OF OCCUPANTS: 595
ADDITIONAL FLOORS (INCLUDING BASEMENT; PLEASE IDENTIFY AND DESCRIBE USES): Basement includes fitness center, hotel and guest laundry, staff cafeteria, manager office.  Lobby includes reception, restaurant, bar, guest bathrooms, office, market
ARE YOU APPLYING TO SERVE FOOD? Yes  IF YES, WHERE WILL THE FOOD BE SERVED? (NOTE: NEED A FOOD LICENSE FROM DPH)  IN COMMON AREA(S) (IDENTIFY) Lobby, dining area, outdoor patio  ROOM SERVICE Yes  RESTAURANT (STATE NAME AND OCCUPANCY) Iris Restaurant  OTHER ROOMS (identify)
MENU: (GENERAL TYPE OF FOOD SERVED) Bistro style restaurant serving American fare, international dish specials and wine pairings
DO YOU HAVE A FULLY EQUIPPED KITCHEN? <u>yes</u> SIZE OF KITCHEN (SQUARE FEET) 300
RESTAURANTS: Total# Occupants: 60Total# on off-site/off-street parking spaces exclusively dedicated to restaurant use and available at all times when license is being exercised 20
FLOOR SPACE SQ. FT. 1250

SEATING CAPACITY: INSIDE: 40 OUTSIDE: 20
(Please note: You must apply for and receive permission for outdoor seating (offered
seasonally))
DO YOU HAVE A SWIMMING POOL? YES NO NO NO NO NO NO
NUMBER OF BATHROOMS: EMPLOYEE: 02 PUBLIC: 02
NUMBER OF PARKING SPACES (IF ANY): EMPLOYEE: 2 PUBLIC:
NUMBER OF EMPLOYEES: 22 estimated
APPLICANT SIGNATURE:
TITLE: President
PHONE# 6177199108
EMAIL ADDRESS: c/o sboudreau@boballenlaw.com
ALL INNHOLDER LICENSES ARE SUBJECT TO APPLICABLE FEDERAL, STATE, AND TOWN LAWS, REGULATIONS AND CODES, INCLUDING MASSACHUSETTS GENERAL LAWS CHAPTER 140, TOWN BYLAWS SECTION 8.10, THE TOWN'S SALE OF ALCOHOLIC BEVERAGES REGULATIONS, AND THE TOWN'S PREPARED FOOD SALES REGULATIONS

PURPLE IRIS RESTAURANT (PETALS) - PROPOSED MENU - SEPTEMBER 2021

**APPS** 

MUSAKHAN FLATBREAD

olive oil, sumac, caramelised onions and perfectly roasted chicken

CAPE FLYER

Cape Cod Oysters Flight – MP

EGGSTRAVAGANZA

Deviled Eggs with Caviar and Crème Fraîche – MP

MOULES MARINIÈRES

fresh block mussels in white wine cream sauce

GRILLED SHRIMP

CRAB LOUIE

snow crab claws, tomato confit, picholine olives, organic ega

with pesto sauce

SMOKED SALMON

dill cream cheese, capers, tomato, onion, mixed greens

AVOCADO TOAST (ADD SMOKED SALMON)

radish, pickled red onion, Aleppo pepper, grilled ciabatta

CHEESE & CHARCUTERIE BOARD - ADD MEATS OPTION: \$12

Various Cheeses and Breads, nuts, dried fruit, Olives, honey comb, apricot mostarda, jam; \$24 (choice of 3), \$35 (choice

SALADS

CEASAR SALAD,

Romain, crouton crisp, white anchovy, Reggiano

STEAK SALAD,

Grilled hanger, frisee, pecorino, cherry tomato, poached organic egg, whole grain-honey vinaigrette CHICKEN SALAD,

Grilled asparagus, organic butter lettuce, avocado, charred citrus vinaigrette

WILD CAUGHT AHI TUNA SALAD,

Avocado, cucumber, fennel, mixed greens, bacon-ginger vinaigrette

SEAFOOD SALAD,

Seared jumbo scallop, grilled shrimp, crop meot, mussels ond smoked saimon served on a bed of baby greens with raspberry vinaigrette

CRISPY GOAT CHEESE SALAD

Cranberry, candied walnut, roasted shallot vinaigrette Cheese & Charcuterie Board candid walnuts, dried fruits, berries,

STARTERS

LOBSTER knuckle sandwich 23

MIXED GREEN SALAD, spiced walnuts, pickled onion, manchego, tarragon vinaigrette 12 FRIED BRUSSELS SPROUTS, creole mustard vinaigrette, crispy prosciutto 12

FRIED OYSTER SALAD, spring mix, house made blue cheese dressing 22

SHORT RIB RAVIOLI with brown butter sauce, mushrooms, tomato 16

HOUSE MADE BREAD and butter 8

MAINS

14OZ STRIP STEAK, bacon whipped potatoes, asparagus, bordelaise 43 DIVER SCALLOPS, charred carrot puree, green beans, chimichurri 34 SEARED SEABASS, cauliflower puree, mach choux, grenobloise 38

GRILLED PORK TENDERLOIN, braised red cabbage, white wine stewed apples STEW OF BRAISED SHORT RIB, cumin rice, mushrooms, poached egg 35

SANDWICHES

STEAK SANDWICH

Caramelized onion, sliced ribeye, frisee, whole grain aioli

CHICKEN SANDWICH

Sundried tomato pesto, goat cheese, avocado, arugula

KOBE BURGER

Shallot marmalade, aged white cheddar, garlic aioli, brioche bun

**ENTREES** 

Main

GRILLED SHRIMP

With pesto sauce

WILD CAUGHT TUNA TARTAR

Sesame, avocado, wonton crisp, sriracha aioli

PROSCIUTTO & BURRATA

grilled stone fruit, arugula, saba

MARINATED OLIVES

Oven dried tomato, feta

SEARED WILD SCALLOP

Crispy gouda risotto, cauliflower, raisin, capers, pine nut, brown butter

CHEESE & CHARCUTERIE BOARD

Nuts, dried fruit, honey comb, apricot mostarda, jam; \$24 (choice of 3), \$35 (choice of 5)

SOUP OF THE DAY

Ask about our delicious soups made fresh daily with local Farm to Table ingredients!

CLASSIC CAESAR

Romain, crouton crisp, white anchovy, reggiano

APPLE & GORGONZOLA SALAD

Frisee, candied walnuts, whole grain-honey vinaigrette

HEIRLOOM TOMATO CAPRESE

Smoked buffalo mozzarella, basil, balsamic reduction

MUSHROOM RIGATONI

sage, wild mushrooms, reggiano, garlic confit, thyme

SPAGHETTI CARBONARA

Crispy pancetta, egg yolk, cream

MAINE LOBSTER MAC & CHEESE

Lobster meat with bechamel, parmesan bread crumbs, gruyere, white cheddar, gouda

KOBE BURGER

Shallot marmalade, aged white cheddar, garlic aioli, brioche bun

ATLANTIC SALMON

Celery root puree, cauliflower, mustard greens raisin gremolata

MEDITERRANEAN BRANZINO

Saffron orzo, summer squash, oven dried tomato, haricot vert, green harissa

CHICKEN PICCATA

Charred broccolini, blistered tomato, potato puree, summer squash

CROWNED LAMB RACK

Potato puree, baby kale, cipollini petals, truffled mushroom vinaigrette

BONE IN RIBEYE

Spinach, potato gratin, mushroom gravy garlic confit

WHOLE GRILLED MARKET FISH

SHRIMP PROVENCALE

giant grilled shrimp, garlic and basil

MUSHROOM RIGATONI

Sage, wild mushroom, reggiano, thyme

SPAGHETTI CARBONARA

Crispy pancetta, egg yolk, cream

MAINE LOBSTER MAC & CHEESE

bechamel, parmesan bread crumbs, gruyere, white cheddar, gouda

STEAK FRITES

Grilled hanger, chimichurri, parmesan fries, mixed greens

THIRD ROASTED CHICKEN BREAST

Bulgur rice, asparagus, grilled tomato, herbed greek yogurt

SALMON EN PAPIOTTE

Celery root puree, cauliflower, mustard greens, raisin gremolata

CRISPY SKIN BRANZINO

saffron orzo, spinach and mushroom sauté, caper cream sauce

CHICKEN APRICOT

summer squash, baby carrot, spinach, apricot reduction

CHICKEN CREPE

filled crepe with sliced chicken breast sautéed with mushroom, roma tomato and white wine cream sauce Sandwiches

STEAK FRITES

grilled hanger, parmesan fries, mixed greens, bearnaise

SOFT POLENTA

wild mushroom, cipollini onion, lardons, Reggiano, poached organic egg

BRISKET HASH

caramelized onion, roasted carrot, potato, organic egg

MAPLE BISCUIT BENEDICT

kurobuta ham, poached organic egg, beurre noisette

LOBSTER "BENEDICT"

puff pastry, baby kale, wild mushroom, lemon hollandaise

# COUNTRY BREAKFAST

# 2 organic eggs, 2 pieces bacon or sausage, 2 buttermilk pancakes

\*consuming raw or undercooked meats, poultry, seafood, shellfish, eggs, or unpasteurized milk may increase your risk of foodborne illness

NECTAR BAR - PROPOSED LIQUOR MENU - SEPTEMBER 2021 (Signature Drinks)

Eye of the Iris \$20

Makes 1 cocktail

1½ ounces Sea Bishop Spirits Gin 1 ounce vodka

½ ounce Elixir Iris Liqueur

Garnish: lemon peel

Fill a cocktail coupe with ice and set aside to chill. Measure the gin, vodka and Iris Liqueur into a mixing glass. Fill with ice, cap and shake. Discard ice from chilling glass and strain in drink. Express lemon peel over cocktail and garnish

Named for the beautiful flower that is the official emblem of Florence, this recipe relies heavy on traditional Italian sweet spirits, with aromatics, not the flower. A noticeable perfume sits neatly on the palate and is balanced by sweetness and a slight bitter botanical pure Northwest ingredients. The spirit is also based on organic grain neutral spirits. The iris root is what gives this liqueur its floral note.

Purple Rain \$20

Makes I cocktail

One ounce Creme de Violette

One ounce Lillet

One ounce clean vodka (Ketel One, Titos, Bootlegger or Crop are all nice and clean tasting)

Two ounces "sparkling" water/seltzer (not shown)

A squeeze of fresh lemon

<u>0</u>

Mix first three ingredients together. Pour over ice, add sparkling water and stir. You can add more or less selzer depending on your taste. If you want a bit more of the floral overtones add a bit more of the Creme de Violette and a touch less of selzter.

Izzy's Calice \$18 platinum rum, hochstadter's slow & low, pineapple juice, orange juice, lime juice, grenadine

HAPPY HOUR PUNCH serves 4 to 6 people buffalo trace bourbon, lemon juice, cranberry juice, \$60 lustau east india sherry, pierre ferrand dry curaco, mulling spices, english breakfast tea

BLOOM GIN lime juice, simple, lime sherbet, cream, \$18

Veuve de vernay sparkling glass and bottle \$ 25 - \$100

TEA & COFFEE selection of tazo tea 3 pot of teabloom flowering teas 8 j. brooks coffee morning mercy - light & easy small french press 6 true north – medium & smooth large french press 12 gallant – dark & bold lavazza espresso or americano 3.5 cappuccino or latte 5

SHERRY & PORT lustau east india 10 churchill's ruby 9 lustau deluxe cream 11 churchill's dry white 9 lustau pedro ximénez 11 ferreira 20 yr tawny 17

COGNAC & BRANDY drouin coeur de lion calvados 11 b & b 13 copper & kings american brandy 11 grand marnier 14 pierre ferrand cognac amber 10 yr 12 pierre ferrand cognac cigare 25 yr 20

chartreuse 17 lustau red vermouth 7 herbsaint 9.5 lustau white vermouth 7 strega 11 carpano antica vermouth 10 meletti amaro 6.5 pimms 7.5 rucolino amaro APERITIFS & DIGESTIFS aperol 8 fernet-branca 9 cappelletti 7 branca menta 9 campari 8 benedictine 12 lillet blanc 7 yellow chartreuse 17 salers 7 green 11 absente absinthe 13 mata hari absinthe 14.5

glenfiddich 12 yr – speyside 13 glenlivet 12 yr - speyside 14 laphraoig 10 yr – islay 12 oban 14 yr – west highland 18 monkey shoulder blended 10 red breast 12 yr stagg jr 14 george t. stagg 15 yr 25 old weller antique 9 w. I. weller 12 yr 10 william larou weller 25 old rip van winkle 10 yr 25 van winkle special reserve 12 yr 30 pappy van winkle 15 yr 35 buffalo trace 9 elijah craig small batch 11 knob creek 12 woodford reserve 13 makers mark 11 jeffersons oceans 18 jeffersons reserve 14 gentleman jack 12 crown royal 10 bar hill 10 titos 10 bloom 10 ketel one 10 wild sardinia 11 square one 10 hendricks 11 hendricks orbium 14 sipsmith sloe 11 CORDIALS pierre ferrand dry curacao 9.5 meletti cioccolato 8 carolina cream 7.5 luxardo amaretto 7.5 luxardo sangue morlacco 9 luxardo maricino 9.5 hoo doo irish whiskey 16 jameson 10 sazerac rye 10 thomas h. handy sazerac rye 25 high west double rye 12 elmer t. lee 12 rock hill farms single barrel 16 blantons 16 violette 7 rothman & winter pear 7 stirrings peach 6 crème yvette 10 Continued... balvinie 12yr doublewood – speyside 15 dalwhinnie 15 yr – highland 16 chicory liqueur 11 canton ginger liqueur 11 hochstaders slow & low 7.5 st-germain 9.5 tempest fugit creme de banana 10 frangelico 10 rothman & winter tequila fortaleza reposado 14 mezcal verde momento 14 plantation jamaïcain single vintage '02' 14 MA SOC Filing Number: 202174537580 Date: 9/15/2021 2:49:00 PM



# The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division One Ashburton Place, 17th floor Boston, MA 02108-1512 Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02, 950 CMR 113.16)

**Identification Number:** 

### ARTICLE I

The exact name of the corporation is:

# E.K. WEBSTER CORP.

## **ARTICLE II**

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

TO ENGAGE IN HOTEL OPERATIONS, AND GENERALLY TO PURCHASE OR OTHERWISE ACQ UIRE HOTELS, AND TO OWN, HOLD, LEASE, RENT AND SELL SUCH BUSINESS OR BUSINESS. TO ACT AS OPERATORS, MANAGERS, CONSULTANTS AND ADVISORS IN GENERAL TO HOT ELS. TO MAINTAIN AND USE LOCAL AND STATE LICENSES AND PERMITS. TO DO SUCH OT HER THINGS THAT ARE INCIDENTAL, PROPER OR NECESSARY IN THE OPERATION OF SAID BUSINESS AND BUSINESSES AND IN THE CARRYING OUT OF ANY AND ALL OF THE ABOVE STATED PURPOSES. TO CARRY ON AND CONDUCT ANY BUSINESS PERMITTED BY THE LAW S OF THE COMMONWEALTH OF MASSACHUSETTS TO A CORPORATION UNDER THE CHAPT ER 156D OF THE GENERAL LAWS.

### ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	THE SECOND STREET CONTROL OF THE PARTY.	zed by Articles or Amendments Total Par Value	Total Issued and Outstanding Num of Shares
CWP	\$100,00000	100	\$10,000.00	100

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

### ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

Page: 134

### ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ANY STOCK HOLDER, INCLUDING THE HEIRS, ASSIGNS, EXECUTORS OR ADMINISTRATORS OF A DECEASED STOCKHOLDER DESIRING TO SELL OR TRANSFER SUCH STOCK OWNED B Y HIM OR THEM, SHALL FIRST OFFER IT TO THE CORPORATION THROUGH THE BOARD OF DIRECTORS IN THE FOLLOWING MANNER: HE SHALL NOTIFY THE DIRECTORS OF HIS DESI RE TO SELL OR TRANSFER BY NOTICE IN WRITING, WHICH NOTICE SHALL CONTAIN THE P RICE AT WHICH HE IS WILLING TO SELL OR TRANSFER AND NAMES OF ONE(1) ARBITRATO R. THE DIRECTORS SHALL, WITHIN THIRTY (30) DAYS THEREAFTER, EITHER ACCEPT THE OF FER, OR BY NOTICE TO HIM IN WRITING, NAME A SECOND ARBITRATOR, AND THESE TWO SHALL NAME A THIRD, IT SHALL THEN BE THE DUTY OF THE ARBITRATORS TO ASCERTAIN THE VALUE OF THE STOCK, AND IF ANY ARBITRATOR SHALL NEGLECT OR REFUSE TO APP EAR AT ANY MEETING APPOINTED BY THE ARBITRATORS, A MAJORITY MAY ACT IN THE A BSENCE OF SUCH ARBITRATOR. AFTER THE ACCEPTANCE OF THE OFFER, OR THE REPORT OF THE ARBITRATORS AS TO THE VALUE OF THE STOCK, THE DIRECTORS SHALL HAVE THI RTY (30) DAYS WITHIN WHICH TO PURCHASE THE SAME AT SUCH VALUATION, BUT IF AT T HE EXPIRATION OF THIRTY (30) DAYS, THE CORPORATION SHALL NOT HAVE EXERCISED T HE RIGHT SO TO PURCHASE, THE OWNER OF THE STOCK SHALL BE AT LIBERTY TO DISPOS E OF THE SAME IN THE MANNER HE MAY SEE FIT. NO SHARES OF STOCK SHALL BE SOLD OR TRANSFERRED ON THE BOOKS OF THE CORPORATION UNTIL THESE PROVISIONS HAVE BEEN COMPLIED WITH, BUT THE BOARD OF DIRECTORS MAY IN ANY PARTICULAR INSTAN CE WAIVE THE REQUIREMENTS.

### ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

### ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

Later Effective Date: Time:

### ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name:

ANWAR FAISAL

No. and Street:

City or Town:

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Page: 135

PRESIDENT	Individual Name First, Middle, Last, Suffix		Address (no PO Box) Idress, City or Town, State, Zip Code	
	ANWAR FAISAL	`	dress, only or rown, state, 219 sode	
TREASURER	ANWAR FAISAL			
SECRETARY	ANWAR FAISAL			
DIRECTOR	ANWAR FAISAL			
The fiscal year end (i.e., tax anuary  A brief description of the type  OTEL OWNER AND OPER	pe of business in which the	e corporation into	ends to engage:	
The street address (post office	ce boxes are not acceptable	e) of the principal	office of the corporation:	
		, a Januarijan		
o. and Street: ity or Town:  BROC	OKLINE State: M	<u>[A</u> Zip: <u>02</u>	2446 Country: <u>USA</u>	
Street address where the re		equired to be ke	pt in the Commonwealth are	)
cated (post office boxes are	not acceptable):			
o. and Street:				
[15] - [16] [16] [16] [17] - [16] [17] [17] [17] [17] [17] [17] [17] [17	ROOKLINE St	ate: MA	Zip: <u>02446</u> Country:	<u>USA</u>
hich is X its principal office		an office of its	transfer agent	
an office of its secretary/as	sistant secretary	_ its registered of	and the contract of the second	
an onice of its secretary/as	abov 2021 at 2.50.24 PM	by the incorpor	rator(s). (If an existing corp	
igned this 15 Day of Septen acting as incorporator, type here it was incorporated, the e/she holds or other authorit TEFFANI BOUDREAU	e in the exact name of the e name of the person sign	business entity, ing on behalf of	the state or other jurisdiction	
igned this 15 Day of Septen acting as incorporator, type here it was incorporated, the e/she holds or other authorit	e in the exact name of the e name of the person sign	business entity, ing on behalf of	the state or other jurisdiction	

8.A.

MA SOC Filing Number: 202174537580 Date: 9/15/2021 2:49:00 PM

# THE COMMONWEALTH OF MASSACHUSETTS

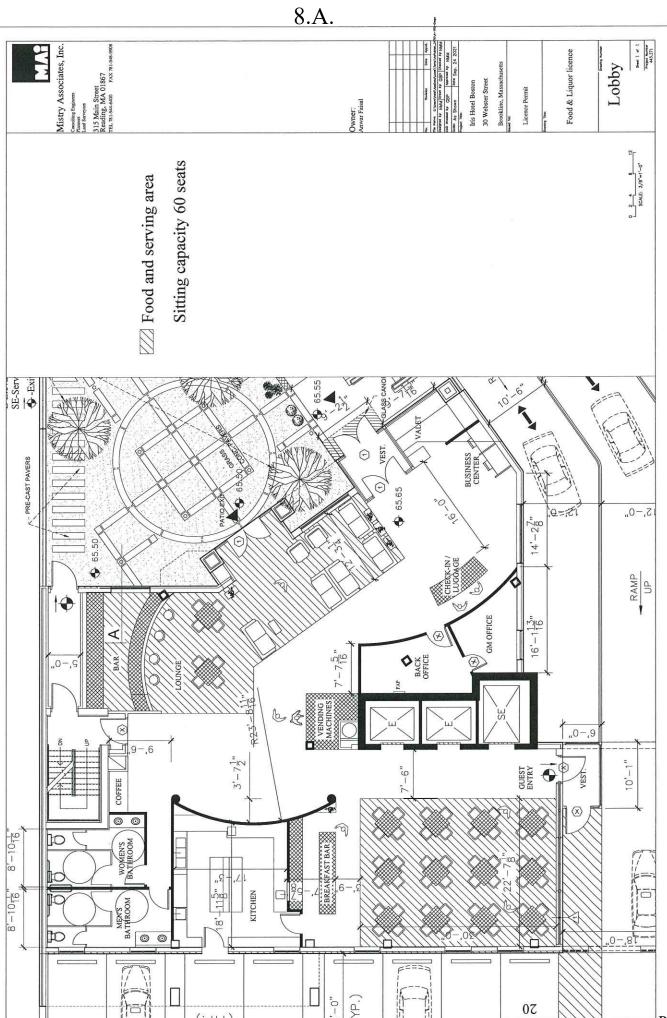
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

September 15, 2021 02:49 PM

WILLIAM FRANCIS GALVIN

Status Frain Jahres

Secretary of the Commonwealth



Page: 138



# **VOTE OF CORPORATION**

DATE: September 15, 2021	
AT A MEETING OF THE BOARD OF DIRECTORS	E.K. Webster Corp.
AT A MILLIMO OF THE BOARD OF DIRECTORS	
HELD AT:	ON: September 15, 2021
IT WAS DULY VOTED THAT THE CORPORATIO	N APPLY TO THE LICENSING BOARD FOR THE
TOWN OF BROOKLINE FOR A	
Innholder license	
(TYPE OF	LICENSE)
	O BE EXERCISED ON THE PREMISES LOCATED AT
30 Webster Street, Brookline	, MA
voтеd: то authorize Anwar Faisal	то
SIGN	
THE APPLICATION FOR THE LICENSES IN THE	NAME OF
	AND TO EXECUITE ON ITS
BEHALF ANY NECESSARY PAPERS, AND TO DO	O ALL THINGS REQUIRED RELATIVE TO THE
THIS CORPORATION HAS Not BEEN RE	SOLVED.
A TRUE COPY	
ATTEST:	
CLERK	



# LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING		r and All Alcohol Liqu	uoi License
Wagner Quintanilha	1		
ADDRESS:			
EMAIL ADD			
PHONE #:			
PLACE OF BIRTH: Rio Di	Janeiro, Brazi	l	
FATHER'S NAME: Carlos		MOTHER'S MAIDEN	NAME: Fonseca
ARE YOU A CITIZEN?	YES 🗸	NO 🗌	ALIEN CARD #
ARE YOU A VETERAN:	YES	NO 🗸	
RESIDENCES FOR LAST FIVE	YEARS		
DATE: 9/1/2002	LOCATION:		
DATE:	LOCATION:		

EDUCATION		
DATE:	LOCATION:	
	LOCATION.	
EMPLOYMENT HISTORY		
DATE: 2013-2021	LOCATION: Holiday Inn Boston	POSITION Manager
DATE: 2001-2011	LOCATION: Cosmopolitan Hotel (NYC)	POSITION Various
DATE:	LOCATION:	POSITION
DAIL	LOCKTION	
DATE:	LOCATION:	POSITION
DATE:	LOCATION:	POSITION
<u> </u>	0, 6	
SIGNATURE: Mayur	Varifng, DATE: 0	9/17/2021

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)



Your life. Your health. Your Hospital.

September 6, 2021

To Whom It May Concern,

I am pleased to offer this letter of recommendation for Wagner Quintanilha.

I have known Wagner for over 20 years. He is a man of integrity and honesty. He has consistently shown high moral character and a genuine care and concern for his community and his neighbors.

Wagner has been a resource for me over the years in my role as an operating room manager. He understands HR rules and best practices and more importantly he runs a hotel where he is cherished by his staff. He has helped me become a better manager over the years and I appreciate his insights.

Wagner has consistently volunteered his time and purse for charitable organization in our community, serving on boards for individuals with disabilities and also for summer theater programs for children.

I am proud to be given the opportunity to testify about Wagner's character. Please feel free to call me or email me at 603-667-5623 / Samantha.walker@mchmail.org if you need any additional information.

Best,

Samantha Walker

Samontha Wulker.

GEP DODGE LIBRARY

2 Main Street ~ 7 School Street, Unit 204
Bennington, NH 03442

603-588-6585 ~ www.dodgelibrary.com

September 22, 2021

To Whom it May Concern,

I am honored to recommend Wagner Quintanilha. I have known Wagner for 20 years as a neighbor and as a volunteer for the town library.

Wagner has for years donated a great deal of his time and talent to keeping our library current with the hardware and the software needed to run the library's computers. Wagner installed the library's online card catalog, our first server and he set-up free wi-fi access for our patrons and passersby. With Wagner's expertise, our small library became the first library in NH to offer free wi-fi access to patrons.

As a neighbor, Wagner has been the best neighbor anyone could ever hope to have. His generosity to us and care for his home, for our friendship and for our neighborhood is unmatched. He is cheerful, generous and has many times helped us with all sorts of technology dilemmas, with heavy lifting and with the loan of helpful tools and equipment.

Wagner is knowledgeable, talented, generous, and kind and I am confident that anything he does, will be done thoroughly, with a lot of thought and will be the of the best quality.

Sincerely,

Leslie MacGregor

Director

GEP Dodge Library Bennington, NH 03442



Bret Sullivan Chief Town of Bennington
Police Department
7 School Street, Unit 102

Bennington, NH 03442

September 9, 2021

RE: Wagner Quintanilha

To Whom it May Concern,

Please accept this letter as verification that Mr. Quintanilha is in good standing with the Town of Bennington, New Hampshire. Having personally known Mr. Quintanilha for many years, I write this letter in support of his desire to obtain a liquor permit. He has always been responsible, professional and would be a great choice to uphold the responsibilities that come with a liquor permit.

Please feel free to contact me with any questions.

Sincerely;

Bret Sullivan Chief of Police

7 School St. #102

Bennington, NH 03442

hief Bret Sull

Phone-603.588.6303

Fax-603.588.3535

Phone: (603) 588-6303 - Fax: (603) 588-3535 - Email: benningtonpd@tds.net



#### STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

У	x min is
*Signature of Individual	By: Corporate Officer
** Social Security #	<del>-</del>

\*This license will not be issued unless this certification clause is signed by the applicant.

Voluntary or Federal ID #

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.



### RENOVATION FORM

IF RENOVATIONS ARE BEING MADE TO LOCATION: PLEASE DESCRIBE IN DETAIL WHAT RENOVATIONS WILL BE MADE, DATE AND SIGN BELOW.

(1) Former apartment	building conversion into hotel; to be completed March, 2022
(2)	
(3)	
(4)	
(5)	
(6)	
DATE: 9/15/21	SIGNATURE OF APPLICANT:

(PLEASE SUBMIT A SET OF PLANS)

# E.K. WEBSTER CORP.

30 Webster Street Brookline, MA 02445

September 21, 2021

Board of Selectman Town of Brookline 333 Washington Street, 6th Floor Brookline, MA 02445

RE: Litter Letter

E.K. Webster Corp. d/b/a Iris Hotel
30 Webster Street, Brookline, Massachusetts 02446

To Whom it May Concern:

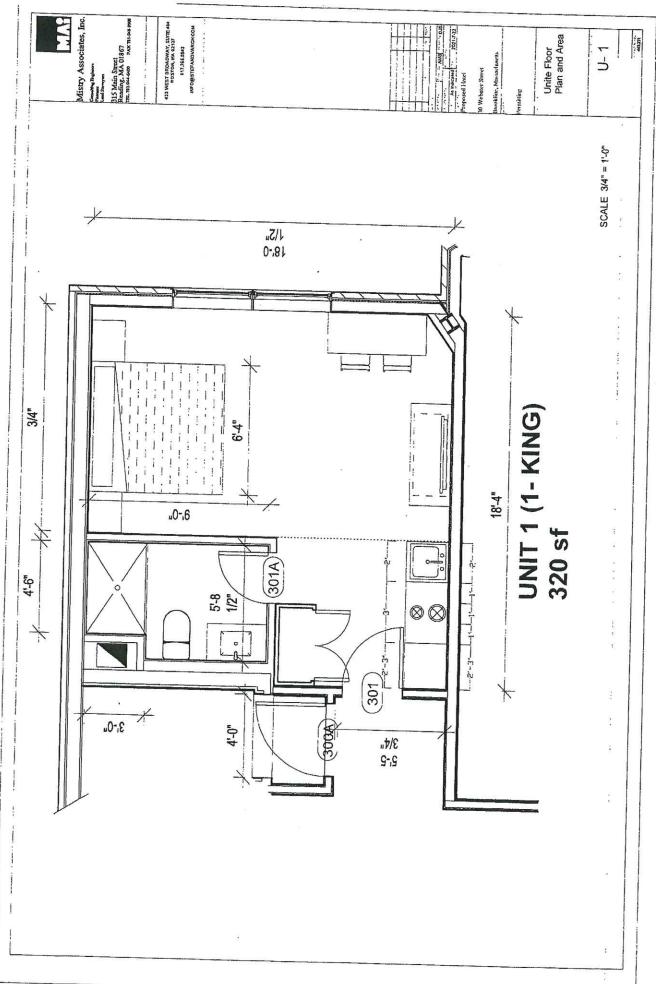
In accordance with the Town of Brookline Bylaws, Article XXXV, Sec. 7, the following is the litter plan and procedure for the above captioned entity.

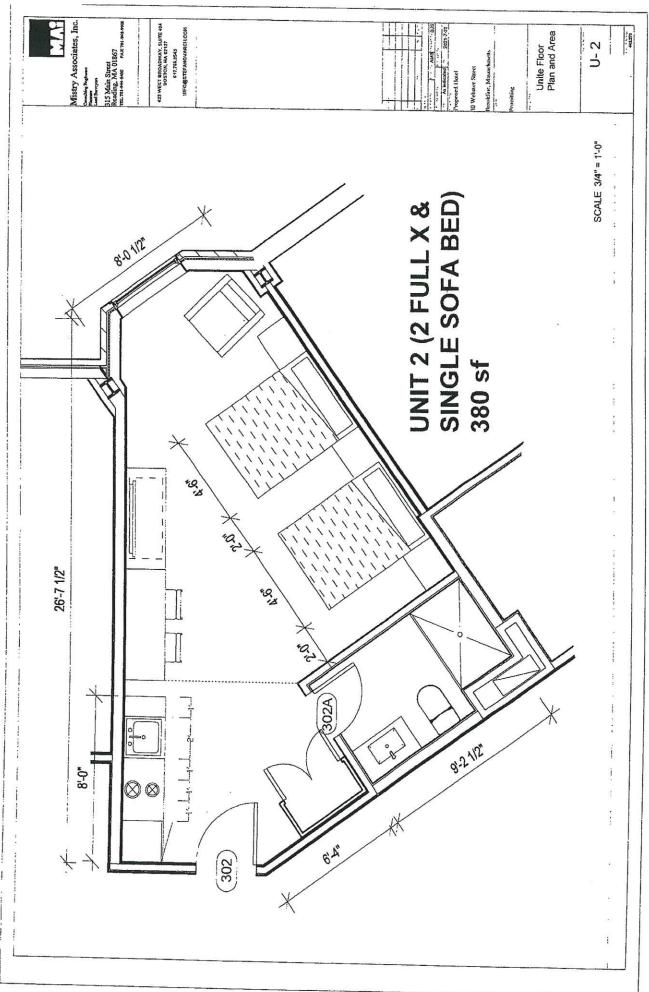
- (1) The hotel will have a trash barrel located inside the store so that litter may be deposited therein.
- (2) The hotel manager will be instructed and required to inspect the trash containers at least twice a day and more often if conditions warrant and to empty said containers as required.
- (3) The store manager will be instructed and required to inspect and sweep the outside area of each store. This will include the sidewalk and gutters and to sweep and pick up any and all trash and litter as conditions require.
- (4) All litter, from whatever source collected, will be bagged and placed into the trash that is normally associated with the store's regular business activities and removed on a regular basis by a commercial trash collector.
- (5) All dumpsters/receptacles shall be kept closed and secured with a lock device to insure that they shall remain closed when not in use.

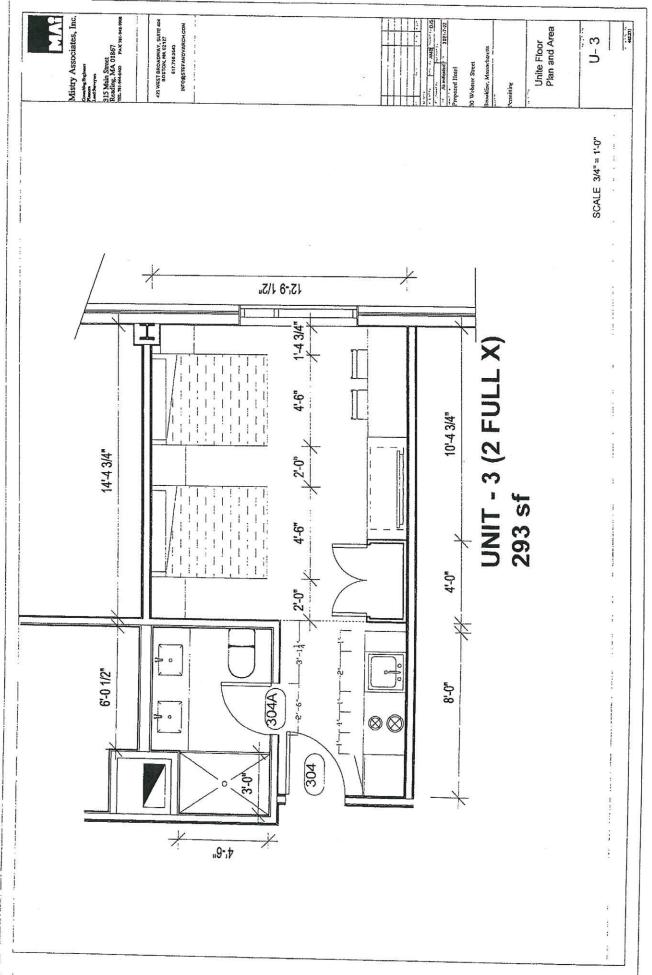
If any other information is required, please be in touch.

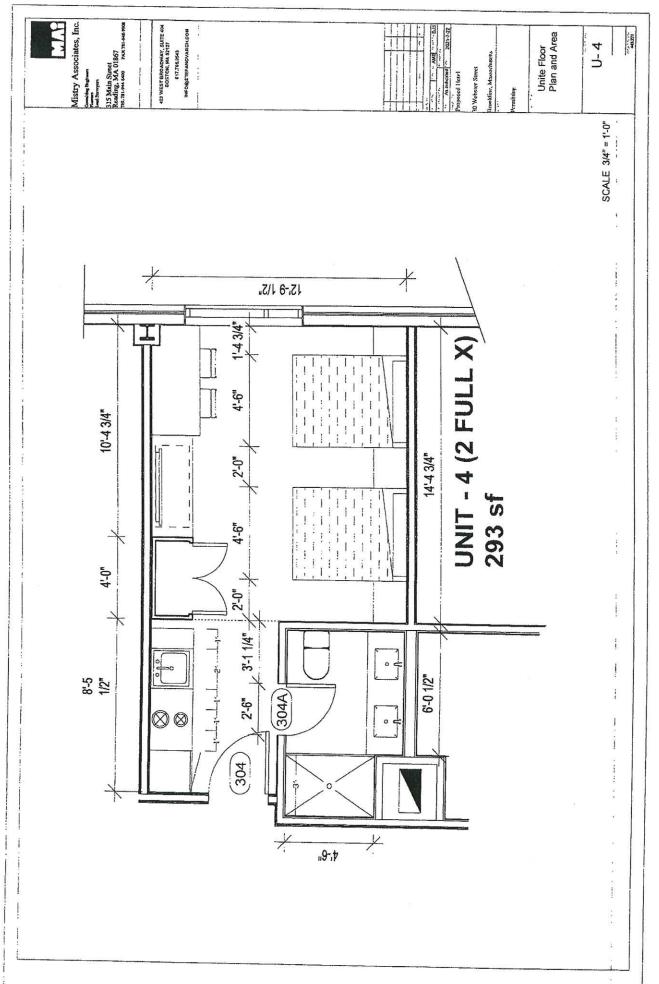
Sincerely,

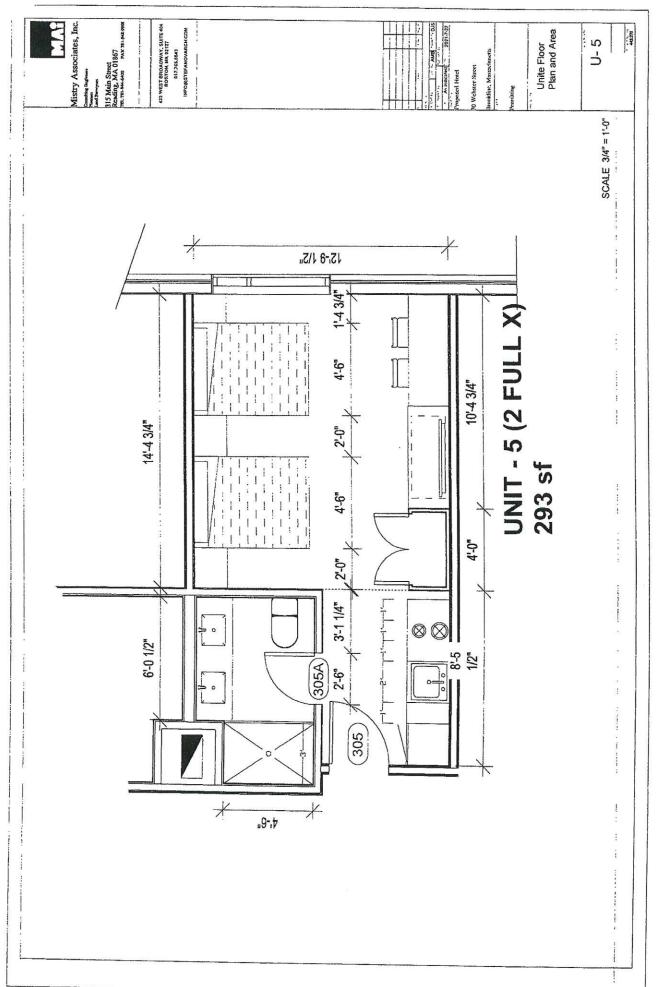
Wagner Quintinilha Manager of Record

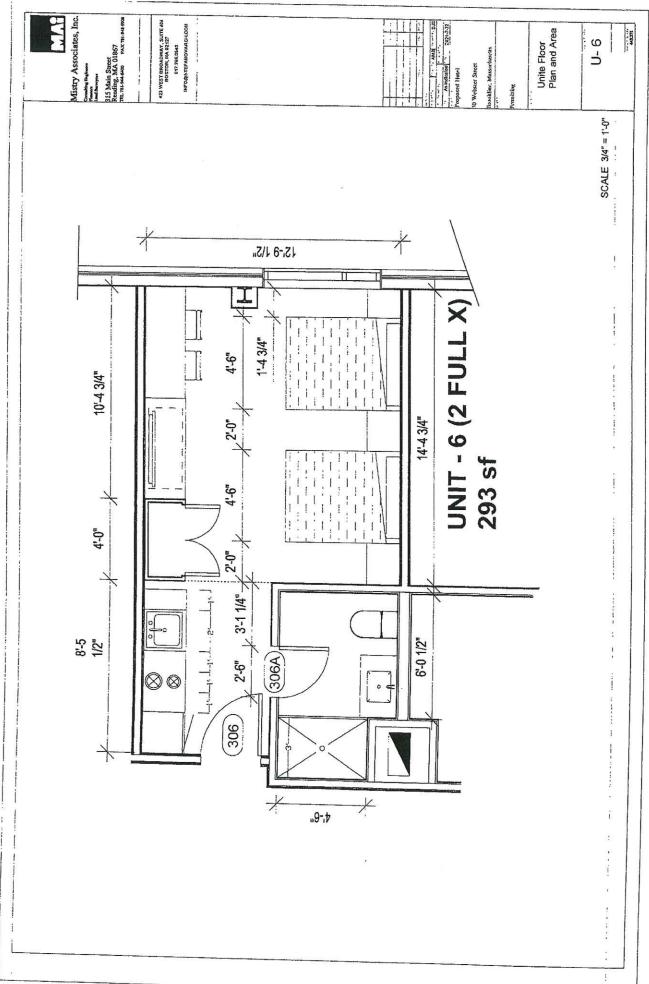


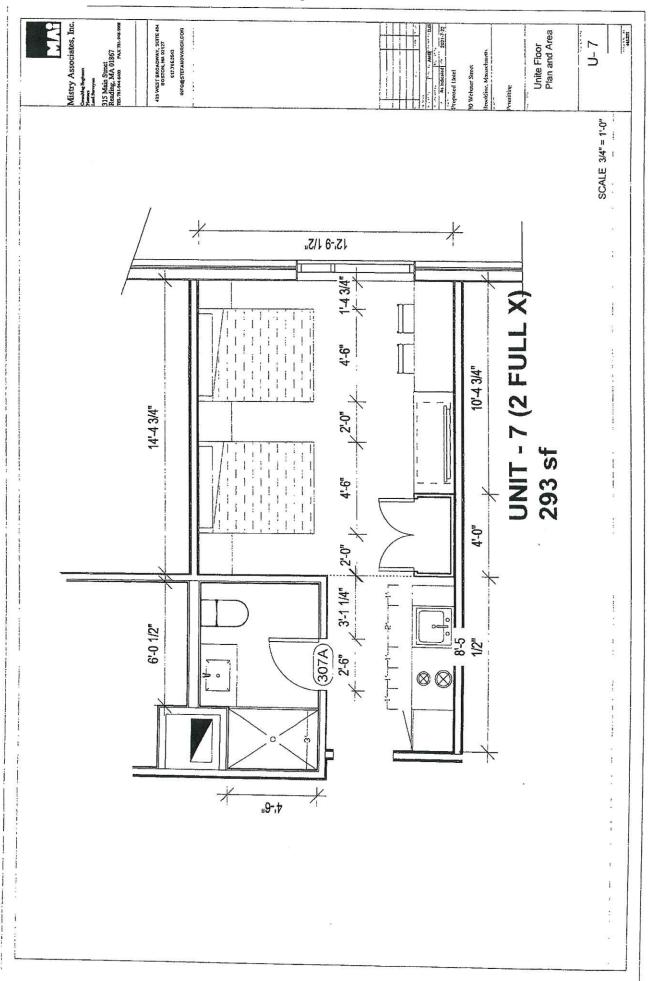


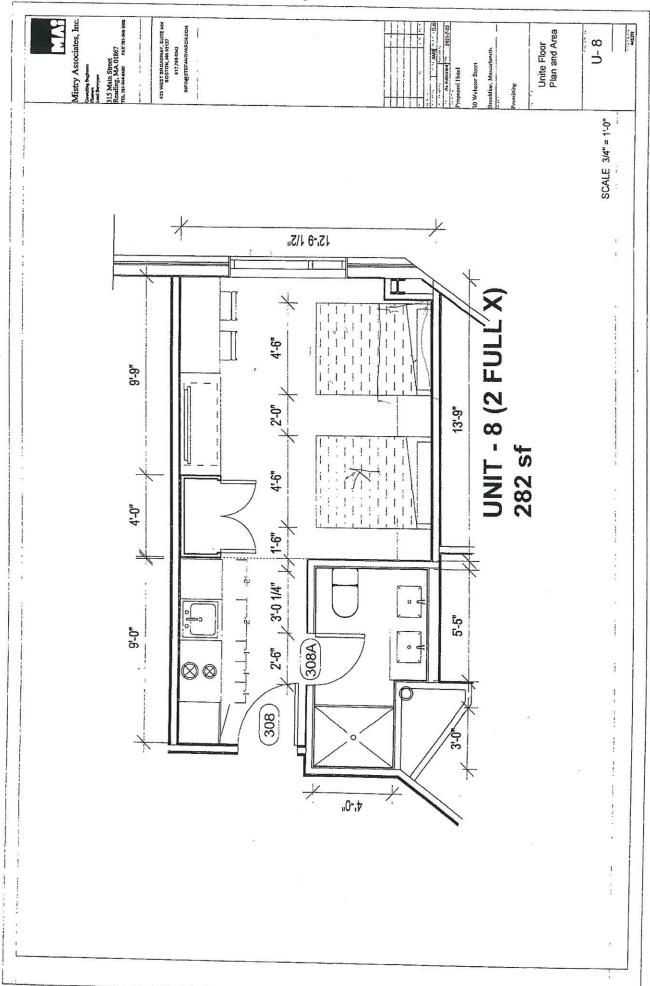


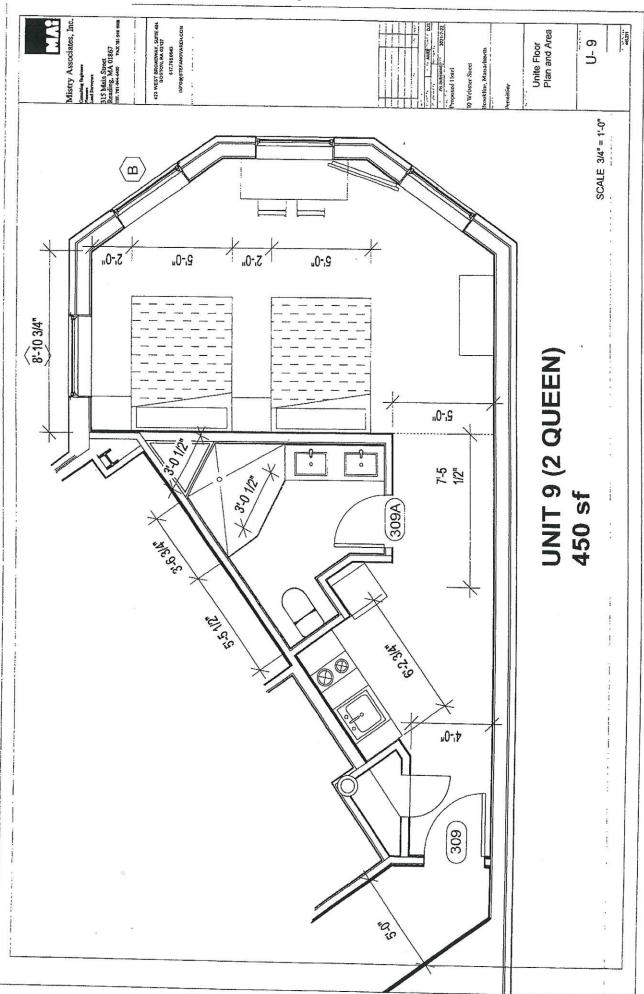


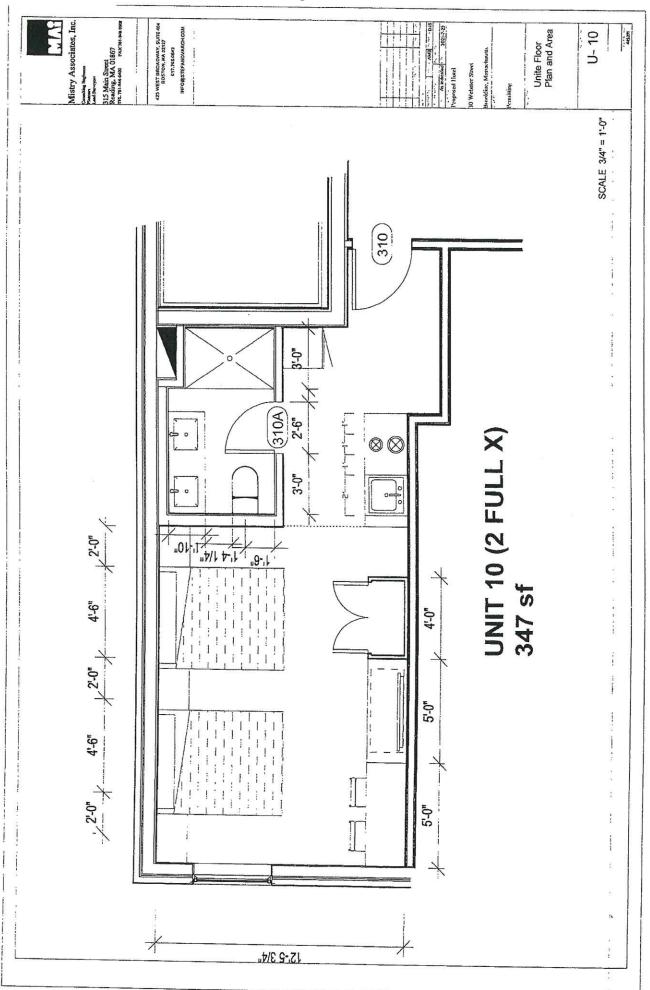


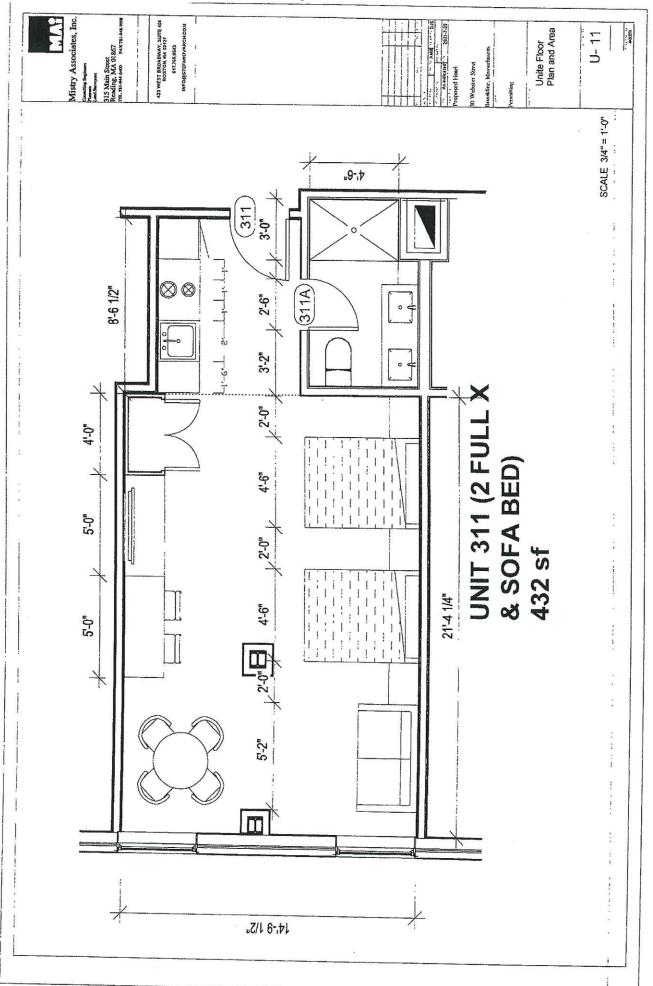


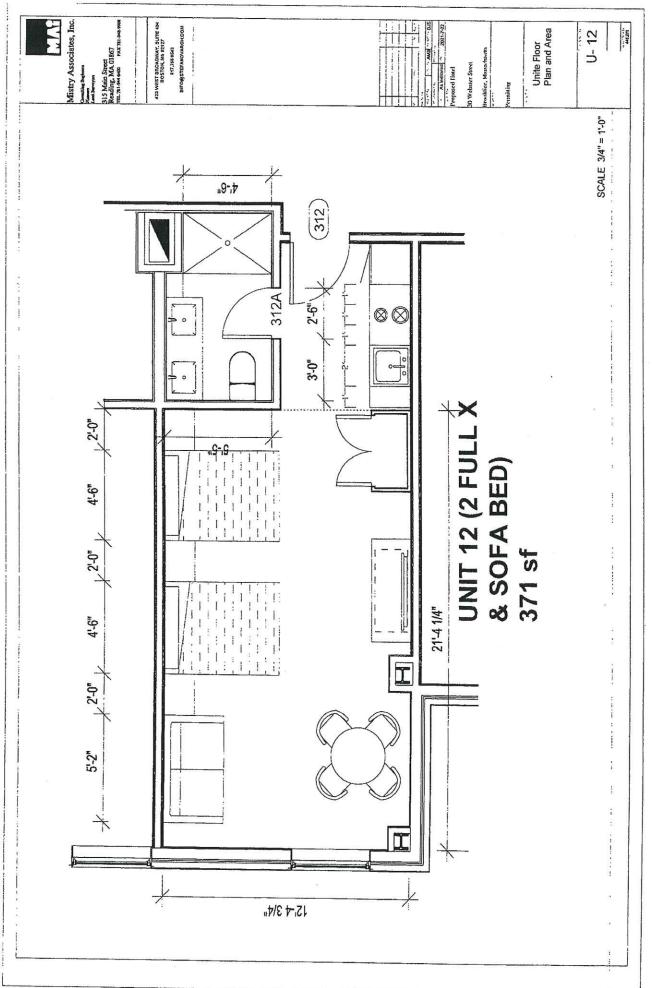


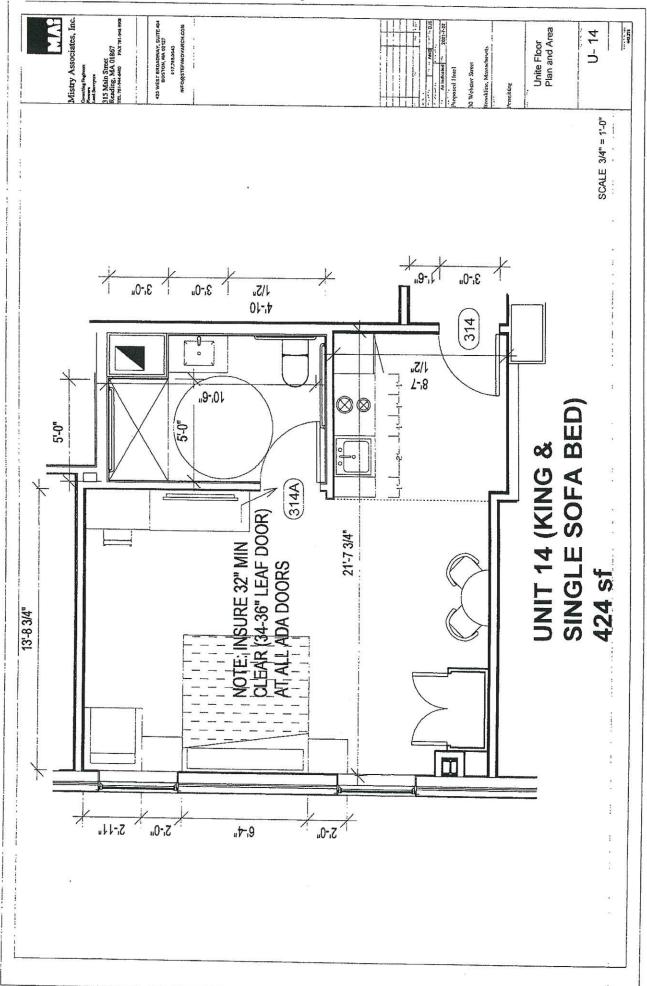


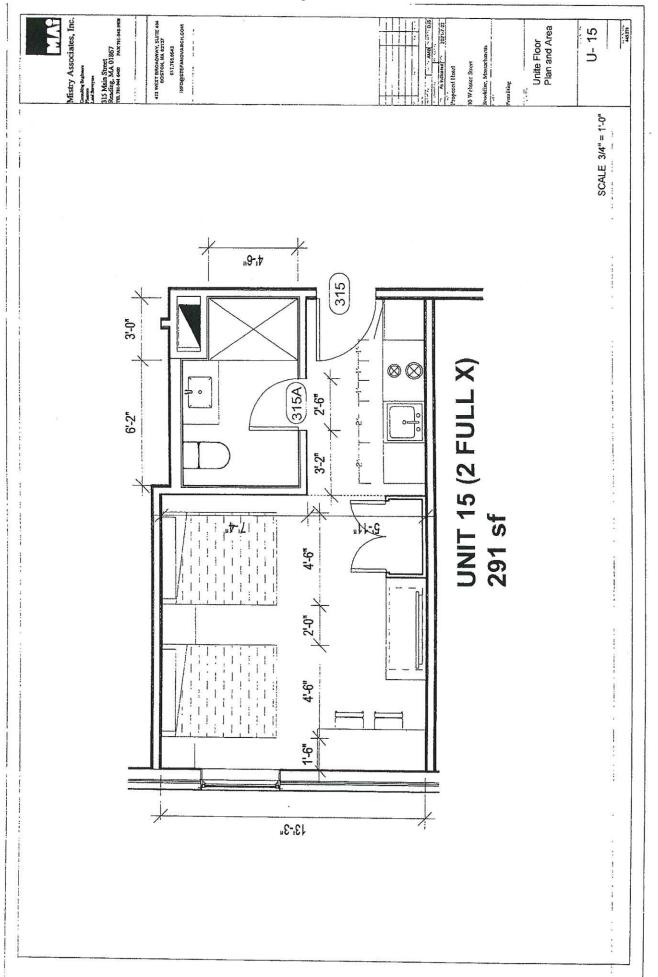












am an: (please check one)	
Applicant - Position:	Department/License:
Volunteer - Position:	Department:
Employee - Position:	Department:
Contractor - Company Name	
creening current and otherwise qualif pplicants, current licenses, and applicant mployee, subcontractor, volunteer, licens ousing, I understand that a CORI check wase of certain license applicants subject cknowledge and provide permission to Thuthorization is valid for one year from the croviding The Town of Brookline with writmployment, volunteer, and licensing purphecks within one year of the date this Fornust first provide me with written notice.	the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of field prospective employees, subcontractors, volunteers, license ts for the rental or lease of housing. As the prospective or current se applicant, current licensee, or applicant for the rental or lease of fill be submitted for my personal information to the DCJIS (and in the ct to fingerprint-based background checks, to the FBI). I hereby the Town of Brookline to submit a CORI check for my information. This date of my signature. I may withdraw this authorization at any time by tten notice of my intent to withdraw consent to a CORI check. For poses only: The Town of Brookline may conduct subsequent CORI m was signed by me provided, however, that The Town of Brookline of this check 72 hours in advance. By signing below, I provide my that the information provided on this Acknowledgment Form is true
pplicant/Employee/Volunteer/Contractor Si	ignature Today's Date
pplicant/Volunteer/Employee/Contractor In	
ast Name: Faisal  current Address: cormer Address(  faiden Name or Alias (If Applicable): cute of Birth: cute M Height: 6 ft. in. citate Driver's License Number (Include State)	Place of Birth: Palestine  Last 6 digits of Social Security Number: Race: Arab Eye Color: Brown
ast Name: Faisal current Address: deformer Address( deformer Addre	Place of Birth: Palestine  Last 6 digits of Social Security Number:  Race: Arab Eye Color: Brown  ID Theft Index PIN*:
ast Name: Faisal  current Address:  cormer Address(  daiden Name or Alias (If Applicable):  cate of Birth:  date of Birth:  date Driver's License Number (Include State) dist any other name(s) or dates of birth that applications and the company of the Identify Theft Index PIN Number is not recompany.	First Name: Anwar MI:
ast Name: Faisal  current Address:  cormer Address(  laiden Name or Alias (If Applicable):  cate of Birth:  cex: M Height: 6 ft. in.  citate Driver's License Number (Include State)	First Name: Anwar MI:
ast Name: Faisal  current Address:  former Address( faiden Name or Alias (If Applicable):  pate of Birth:  fate of Birth:  fate Driver's License Number (Include State)  fist any other name(s) or dates of birth that applications and the state of Birth:  formation to ensure the Accuracy of the CORI  far For Official Use Only***	First Name: Anwar MI:
ast Name: Faisal current Address: draiden Name or Alias (If Applicable): draiden Name or Alias (If Applicable): draiden Of Birth: drate Driver's License Number (Include State) dist any other name(s) or dates of birth that applications are described by the DCJIS. Certified agriculture of the CORI draft Official Use Only*** certify that the foregoing person was ideacceptable government-issued	Place of Birth: Palestine  Last 6 digits of Social Security Number: Race: Arab Eye Color: Brown  ID Theft Index PIN*:  pear in DCJIS's database:  Father's Name:  provide and only for those applicants who have been issued an Identity Theft gencies are required to provide all applicants the opportunity to include this if request process.

# ALCOHOL

# **Payment Confirmation**

### YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: b53e606a-ec8d-4ba5-8194-cb6c671f4f2c

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	E.K. Webster Corp.	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

Date Paid: 9/20/2021 1:06:39 PM EDT

Payment On Behalf Of

License Number or Business Name:

E.K. Webster Corp.

Fee Type:

FILING FEES-RETAIL

**Billing Information** 

First Name:

Robert

Last Name:

Allen

Address:

300 Washington Street

City:

Brookline

State:

MA

Zip Code:

02445

Email Address:

sboudreau@boballenlaw.com



The Commonwealth of Massachusetts Alcoholic Beverages Control Commission 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358 www.mass.gov/abcc

# RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION MONETARY TRANSMITTAL FORM

# APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RI	ETA		'21 SEP 28 PM 1:51
Please make \$	200.00 payment here: ABO	CC PAYMENT WEBSITE	
PAYMENT MUST PAYMENT RECEIF		ENSEE CORPORATION, LLC, PARTNERSHIP	, OR INDIVIDUAL AND INCLUDE THE
ABCC LICENSE NU	JMBER (IF AN EXISTING LICENSE	E, CAN BE OBTAINED FROM THE CITY)	Brookline
ENTITY/ LICENSE	E NAME E.K. Webs	iter, Corp	
ADDRESS		30 Webster St	
CITY/TOWN	Brookline	STATE MA ZIP	CODE 02446
For the following tra	ansactions (Check all that a	pply):	
X New License	Change of Location	Change of Class (i.e. Annual / Seasonal)	Change Corporate Structure (i.e. Corp / LLC)
Transfer of License	Alteration of Licensed Premises	Change of License Type (i.e. club / restaurant)	Pledge of Collateral (i.e. License/Stock)
Change of Manager	Change Corporate Name	Change of Category (i.e. All Alcohol/Wine, Malt)	Management/Operating Agreement
Change of Officers/ Directors/LLC Managers	Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)	Issuance/Transfer of Stock/New Stockholder Other	Change of Hours Change of DBA

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS
TRANSMITTAL FORM ALONG WITH
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission 95 Fourth Street, Suite 3 Chelsea, MA 02150-2358



Title:

Attorney

The Commonwealth of Massachusetts Alcoholic Beverages Control Commission 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358 www.mass.gov/abcc

### APPLICATION FOR A NEW LICENSE

	. =								
		Munici	pality Brooklin	e					
1. LICENSE	CLA	SSIFICATION INF	ORMATION	ı					
ON/OFF-PREM				-	CATEGOR	<u>Y</u>		CLA	ASS
On-Premises-12		§12 Hotel		4	All Alcoholic	Beverages		Ann	ual
		ative overview of the torconcept of the busin					should also prov	ide a descrip	otion of
envision to serv with a selective	e brea alcoho	for All Alcoholic Beverage kfast, lunch and dinner w oll pairing menu for lunch, uor, cocktails, along with	ith a bistro style s 'dinner. We also p	mall restaura lan to have	ant, serving mo a lounge style	oderately priced c bar in a separate l	reative simple mea obby location sellir	ils in an elegar ng alcoholic b	nt setting everages,
Is this license a	pplica	tion pursuant to speci	al legislation?	•	Yes No	Chapter 2	68 Acts of	2018	
2. BUSINES	S EN	ITITY INFORMAT	TION						
The entity tha	t will	be issued the license	and have ope	rational co	ntrol of the	premises.			
Entity Name	E.K. V	VEBSTER Corp.				-	FEIN		
DBA	Iris H	otel Boston		Manage	er of Record	Wagner Quint	anilha		
Street Address	30	Webster St. Brookline №	ЛА 02446						
Phone		617-730-588	36	Email	info@irisl	notelboston.com	n		
Alternative Ph	one			Web	osite w	ww.irishotelbos	ton.com		
3. DESCRIP	TIOI	N OF PREMISES							
Please provide outdoor areas	a con to be i	plete description of the name	e premises to b d area, and tota	e licensed, square foc	including the stage. You m	e number of floo ust also submit a	ors, number of rooms of floor plan.	oms on each	floor, any
The Iris Hotel	Bost	on is an independent	upper upscale	boutique	hotel inspire	ed by the Purpl	e Iris represent	ing nobility,	
		sdom, cherished frie							
1 1 2 2 2	100	el, with 17 rooms an				s. The Iris Hote	l Boston will als	o have a sm	nall
fenced patio	area	of about 600 square	eet. Please see	floor plar	ns attached,				
Total Square Fo	otage	72,260 SF	Number of	Entrances:	4	Seati	ing Capacity:	60	
Number of Floo	ors	8	Number of	Exits:	6	Осси	ipancy Number:	119	
4. APPLICA	TIO	N CONTACT							
And the same of th		act is the person whor	n the licensing a	uthorities	should conta	ct regarding this	application.		
Name:	Steffa	ni Boudreau			Phone:	617 383 6	000		
1 n = 5		The Water			r				

Email:

sboudreau@boballenlaw.com

# 8.A.

5. CORPORATE STRUCTURE				
Entity Legal Structure S Corp.	~	Date of Incorporat	ion September	15, 2021
State of Incorporation Massachusetts		Is the Corporation	n publicly traded?	Yes   No
6. PROPOSED OFFICERS, STOCK	OR OWNERSHIP INT	FREST		
List all individuals or entities that will have Directors, LLC Managers, LLP Partners, Trus	a direct or indirect, beneficial	or financial interest in		
The individuals and titles listed in the second secon				
<ul> <li>The individuals identified in this se</li> </ul>	ection, as well as the proposed	d Manager of Record,	must complete a COI	RI Release Form.
<ul> <li>Please note the following statutor:         On Premises (E.g.Restaurant/ Classification)         Off Premises (Liquor Store) Direct Massachusetts residents.     </li> <li>If you are a Multi-Tiered Organizate each entity as well as the Articles of the Arti</li></ul>	ub/Hotel) Directors or LLC N tors or LLC Managers - All n ion, please attach a flow char	lanagers - At least 50 nust be US citizens and tidentifying each corp	d a majority must be porate interest and th	e individual owner
	esidential Address	rate citity. Every ma	SSN	DOB
Anwar Faisal				
Fitle and or Position	Percentage of Ownership	Director/ LLC Manag	er US Citizen	MA Resident
President, Treasurer, Secretary, Director	100%	QYes ONo		OxYes ON
lame of Principal Re	esidential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manag	ger US Citizen	MA Resident
		O Yes O No	O Yes O No	OYes ON
Name of Principal Re	esidential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manag	er US Citizen	MA Resident
		OYes ONo	OYes ONo	OYes ON
Name of Principal R	esidential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manag	ger US Citizen	MA Resident
		O Yes O No	O Yes O No	OYes ON
2415 W 15 15 15 15 15 15 15 15 15 15 15 15 15	esidential Address		SSN	DOB
Name of Principal Re			111	
Name of Principal Re	Percentage of Ownership	Director/ LLC Manag	ger US Citizen	MA Resident

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

CRIMINAL HISTORY

2

OYes ONo

		APPLIC	ATION FOR	A NEW LICE	NSE		
Does any individu	al or entity er license to	IOLIC BEVERAGES LICENS identified in question 6, and o sell alcoholic beverages? format below.	applicable a	ttachments, ha			beneficial or financial additional pages, if
	Name	Licer	ise Type	Lic	ense Nan	ne	Municipality
Has any individual interest in a licens	or entity ic e to sell alco	EREST IN AN ALCOHOLIC I lentified in question 6, and pholic beverages, which is n ch additional pages, if neces	applicable at ot presently l	tachments, eve held?	Ye	s 🔲 No 🖂	beneficial or financial
	Name		se Type		nse Nam		Municipality
			0				
Have any of the d Yes X NoX If	yes, list in t	enses listed in question 6Ao able below. Attach addition lame of License	r 6B ever bee nal pages, if no City	en suspended, i ecessary, utilizi	ng the ta	ble format belov	v. evocation or cancellation
If the appl If leasing of If the lease of intent to If the rea business e	ill fields in the contract of the continger of lease, signer of the continger of the contract	REMISES  nis section. Please provide powns the premises, a deed is respremises, a signed copy of the premises, a signed copy of the premises, a signed copy of the premises are owned to the land business are owned by the pred copy of a lease between the premise of the premise	quired. e lease is requir sse, and a signe dlord, is requir same individua e two entities i	red. ed lease is not av ed. als listed in que s required.	railable, a	copy of the unsign	
Landlord Phone		617 730-5886	La	andlord Email		anwar@alphan	nanagement.com
Landlord Addres	S						
Lease Beginning	Date	March 1, 2022		Rent per	Month		\$2,500.00

February 28, 2032

Will the Landlord receive revenue based on percentage of alcohol sales?

Lease Ending Date

3

\$30,000.00

○Yes ⊗ No

Rent per Year

# APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSU	R	8	l
-----------------------	---	---	---

8. FINANCIAL DISCLOS	OKE			
A. Purchase Price for Real Estate				
B. Purchase Price for Business A	ssets 75,000.0	00		9.
C. Other * (Please specify below	<i>i</i> )			ciated with License Transaction
D. Total Cost			2.55X	Property price, Business Assets, ion costs, Initial Start-up costs, her costs)."
SOURCE OF CASH CONTRIBUT		g. Bank or	other Financial institution Statem	
Name of Co	ontributor		Amount	of Contribution
Anwar Faisal				\$75,000
		Total		
SOURCE OF FINANCING Please provide signed financing Name of Lender	documentation.		Type of Financing	Is the lender a licensee pursuant
Name of Lender	Amount		Type of Financing	to M.G.L. Ch. 138.
				○Yes ○ No
	· · · · · · · · · · · · · · · · · · ·			○Yes ○ No
				○Yes ○ No
				○Yes ○No
FINANCIAL INFORMATION Provide a detailed explanation o	of the form(s) and sour	rce(s) of fu	unding for the cost identified abov	e.
This is a new liquor license.	All start up costs will b	oe funded	by capital contributions from the	officer and director of the licensed entit
9. PLEDGE INFORMATION	ON			
Please provide signed pledge	documentation.			
Are you seeking approval for a	1 1 5	No		
Please indicate what you are s	eeking to pledge (chec	ck all that ap	<sup>ply)</sup>	] Inventory
To whom is the pledge being	made?			The second second

4

# 8.A.

# **APPLICANT'S STATEMENT**

I, An	the: Sole proprietor; partner; corporate principal; LLC/LLP manager
of E.k	K. Webster Corp.  Name of the Entity/Corporation
hereby Bevera	y submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic ages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.
Applic	ereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the ation, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. er submit the following to be true and accurate:
(1)	I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
(2)	I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
(3)	I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
(4)	I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
(5)	I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
(6)	I understand that all statements and representations made become conditions of the license;
(7)	I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
(8)	I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
(9)	I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
(10)	I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.
9	Signature: Date: September 15, 2021
,	Title: President and Director

MA SOC Filing Number: 202174537580 Date: 9/15/2021 2:49:00 PM



# The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division One Ashburton Place, 17th floor Boston, MA 02108-1512 Telephone: (617) 727-9640

**Articles of Organization** 

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number:

#### ARTICLE I

The exact name of the corporation is:

#### E.K. WEBSTER CORP.

#### **ARTICLE II**

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

TO ENGAGE IN HOTEL OPERATIONS, AND GENERALLY TO PURCHASE OR OTHERWISE ACQ UIRE HOTELS, AND TO OWN, HOLD, LEASE, RENT AND SELL SUCH BUSINESS OR BUSINESS. TO ACT AS OPERATORS, MANAGERS, CONSULTANTS AND ADVISORS IN GENERAL TO HOT ELS. TO MAINTAIN AND USE LOCAL AND STATE LICENSES AND PERMITS. TO DO SUCH OT HER THINGS THAT ARE INCIDENTAL, PROPER OR NECESSARY IN THE OPERATION OF SAID BUSINESS AND BUSINESSES AND IN THE CARRYING OUT OF ANY AND ALL OF THE ABOVE STATED PURPOSES. TO CARRY ON AND CONDUCT ANY BUSINESS PERMITTED BY THE LAW S OF THE COMMONWEALTH OF MASSACHUSETTS TO A CORPORATION UNDER THE CHAPT ER 156D OF THE GENERAL LAWS.

#### ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter <b>0</b> if no Par	Facility and the second second	zed by Articles or Amendments Total Par Value	Total Issued and Outstanding Num of Shares
CWP	\$100,0000	100	\$10,000.00	100

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

#### ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

#### ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ANY STOCK HOLDER, INCLUDING THE HEIRS, ASSIGNS, EXECUTORS OR ADMINISTRATORS OF A DECEASED STOCKHOLDER DESIRING TO SELL OR TRANSFER SUCH STOCK OWNED B Y HIM OR THEM, SHALL FIRST OFFER IT TO THE CORPORATION THROUGH THE BOARD OF DIRECTORS IN THE FOLLOWING MANNER: HE SHALL NOTIFY THE DIRECTORS OF HIS DESI RE TO SELL OR TRANSFER BY NOTICE IN WRITING, WHICH NOTICE SHALL CONTAIN THE P RICE AT WHICH HE IS WILLING TO SELL OR TRANSFER AND NAMES OF ONE(1) ARBITRATO R. THE DIRECTORS SHALL, WITHIN THIRTY (30) DAYS THEREAFTER, EITHER ACCEPT THE OF FER, OR BY NOTICE TO HIM IN WRITING, NAME A SECOND ARBITRATOR, AND THESE TWO SHALL NAME A THIRD. IT SHALL THEN BE THE DUTY OF THE ARBITRATORS TO ASCERTAIN THE VALUE OF THE STOCK, AND IF ANY ARBITRATOR SHALL NEGLECT OR REFUSE TO APP EAR AT ANY MEETING APPOINTED BY THE ARBITRATORS, A MAJORITY MAY ACT IN THE A BSENCE OF SUCH ARBITRATOR. AFTER THE ACCEPTANCE OF THE OFFER, OR THE REPORT OF THE ARBITRATORS AS TO THE VALUE OF THE STOCK, THE DIRECTORS SHALL HAVE THI RTY (30) DAYS WITHIN WHICH TO PURCHASE THE SAME AT SUCH VALUATION, BUT IF AT T HE EXPIRATION OF THIRTY (30) DAYS, THE CORPORATION SHALL NOT HAVE EXERCISED T HE RIGHT SO TO PURCHASE, THE OWNER OF THE STOCK SHALL BE AT LIBERTY TO DISPOS E OF THE SAME IN THE MANNER HE MAY SEE FIT. NO SHARES OF STOCK SHALL BE SOLD OR TRANSFERRED ON THE BOOKS OF THE CORPORATION UNTIL THESE PROVISIONS HAVE BEEN COMPLIED WITH, BUT THE BOARD OF DIRECTORS MAY IN ANY PARTICULAR INSTAN CE WAIVE THE REQUIREMENTS.

#### **ARTICLE VI**

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

#### **ARTICLE VII**

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

Later Effective Date: Time:

#### ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name:

ANWAR FAISAL

No. and Street:

City or Town:

BROOKLINE

State: MA

Zip: 02446

Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individua	I Name	Address	S (no PO Box)
	First, Middle,	Last, Suffix	Address, City or	Fown, State, Zip Code
PRESIDENT	ANWAR F	AISAL		
TREASURER	ANWAR F.	AISAL		
SECRETARY	ANWAR F	AISAL		
DIRECTOR	ANWAR F	AISAL		
anuary	.e., tax year) of the corpo	BODS NO. 200	ration intends to end	age:
IOTEL OWNER AND				
The street address (po	ost office boxes are not ac	ceptable) of the	principal office of th	ne corporation:
o. and Street:				
ity or Town:	BROOKLINE	State: MA	Zip: 02446	Country: USA
ocated (post office box lo. and Street: City or Town:	e the records of the corpo es are not acceptable):  BROOKLINE	State: MA		
hich is				
<ul> <li>its principal office</li> <li>an office of its secre</li> </ul>	etary/assistant secretary		fice of its transfer age gistered office	nt
is acting as incorporate where it was incorpora	September, 2021 at 2:50 or, type in the exact name ated, the name of the persuthority by which such act.	e of the busines. on signing on b	s entity, the state or	other jurisdiction
© 2001 - 2021 Commonwealth All Rights Reserved	of Massachusetts			

8.A.

MA SOC Filing Number: 202174537580 Date: 9/15/2021 2:49:00 PM

## THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

September 15, 2021 02:49 PM

WILLIAM FRANCIS GALVIN

Status Frain Jalies

Secretary of the Commonwealth



TREASURER AND RECEIVER GENERAL

Commonwealth of Massachusetts Alcoholic Beverages Control Commission 239 Causeway Street, First Floor Boston, MA 02114

# CORI REQUEST FORM

JEAN M. LORIZIO, ESQ. CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC NUMBER:		LIC	CENSEE NAM	E.K. Webster C	orp.			CITY/TOWN:	Brookline
APPLICANT INFORM	IATION								
LAST NAME: Faisal				FIRST NAME:	Anwar			MIDDLE NAME:	
MAIDEN NAME OR A	LIAS (IF APPL	ICABLE):				PLACE OF	BIRTH:	Palestine	
DATE OF BIRTH:			SSN:			ID THEFT	INDEX PII	N (IF APPLICABLE):	
MOTHER'S MAIDEN	NAME: Yuse	ef		PRIVER'S LICENSE	<b>#</b> :			STATE LIC. ISSUED:	Massachusetts
GENDER: MALE		HEIGHT:	6		WEI	GHT: 210	)	EYE COLOR:	Brown
CURRENT ADDRESS:									
CITY/TOWN:					STATE: MA		ZIP:	02445	
FORMER ADDRESS:									
CITY/TOWN:					STATE: MA		ZIP:	02467	
PRINT AND SIGN								10	
PRINTED NAME:	Anwar Fa	aisal		APPLICANT/E	MPLOYEE SIGN	ATURE:		1200	12)
NOTARY INFORMAT	TION							1,	
	of Septemb	er, 2021	before	e me, the under	signed notary	public, pe	rsonally	appeared Anwa	ar Faisal
(name of documer	nt signer), pr	roved to me	through sa	atisfactory evide	nce of identifi	cation, wi	nich wer	Drivers Lice	nse
to be the person v		is signed o	on the prece	eding or attache	d document,	and ackno	wledge	to me that (he)	(she) signed it voluntaril
							5	1	
							/	NOTARY	

DIVISION USE	ONLY
REQUESTED BY:	
ŀ	SIGNATURE OF COREAUTHORIZED EMPLOYEE
PIN Number by the information to ensur	It index PBI Number is to be completed by those applicants that have been issued an identity the DCII. Certified agencies are required to provide all applicants the opportunity to include the re the eccuracy of the CORI request process. ALL CORI request forms that include this field as litted to the DCII via mail or by fax to (672) 660-4614.



Commonwealth of Massachusetts Alcoholic Beverages Control Commission 239 Causeway Street, First Floor Boston, MA 02114

#### DEBORAH B. GOLBDBERG TREASURER AND RECEIVER GENERAL

### CORI REQUEST FORM

JEAN M. LORIZIO, ESQ. CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFO		LICENSEE NAM	E. F.K.	Nebster	Corp	CITY/TOWN:	
APPLICANT INFORM	MATION						
LAST NAME: Quina	nilha		FIRST NAME:	Wagner		MIDDLE NAME;	
MAIDEN NAME OR A	ALIAS (IF APPLICABLE):				PLACE OF BIRTH	H: Brazil	
DATE OF BIRTH:		SSN:			ID THEFT INDEX	PIN (IF APPLICABLE):	
MOTHER'S MAIDEN	NAME: Fomseca	0	RIVER'S LICENSE #	:		STATE LIC. ISSUED:	New Hampshire
GENDER: MALE	HEIGHT:	6		WEIG	HT: 200	EYE COLOR:	Brown
CURRENT ADDRESS:							
CITY/TOWN:				STATE: NH	ZI	P: 03442	
FORMER ADDRESS:							
CITY/TOWN				STATE: NY	ZI	P: 10007	
PRINT AND SIGN							1/1
PRINTED NAME:	Wagner Quintani	lha	APPLICANT/E	MPLOYEE SIGNA	TURE:	ngry &	wanty,
NOTARY INFORMAT	CION				,	(	6
	of September, 2021	before	me, the unders	igned notary p	ublic, persona	lly appeared Wagn	ner Quintanilha
(name of documer	nt signer), proved to m	ne through sa	tisfactory evider	nce of identifica	stion, which w	ere drivers licen	ise
to be the person v its stated purpose.		on the prece	ding or attached	d document, ar	nd acknowledge	ged to me that (he)	(she) signed it voluntarily for
						NOTARY	

DIVISION USE	ONLY
REQUESTED BY:	The state of the s
	MIGHATURE OF COST AUTHORIZED LIMPLOYEE
PIN Number by the information to ensure	Index PIN Number is to be completed by those applicants that have been issued an identify Titel DCII. Certified agencies are required to provide all applicants the opportunity to include this the accuracy of the CORI request process. ALL CORI request forms that include this field an ect to the DCII via mail or by fax to (6.17) 650-6614.

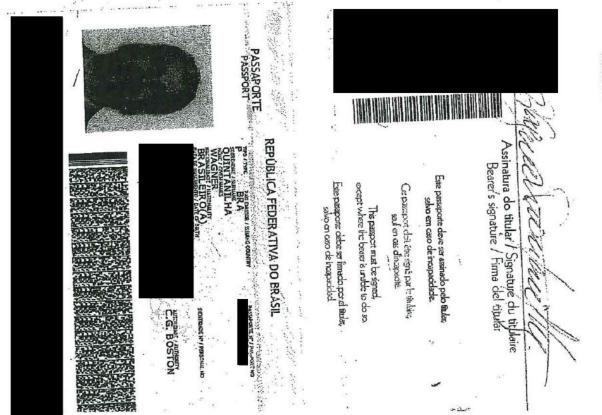
A. MANAGE	AGER APP	LICATION TION						
The individu	ual that has l	peen appointed to manage	and control the l	icensed busir	ness and premi	ises.		
Proposed Ma	anager Name	Wagner Quintanilha		Date of Birth		SSN		
Residential A	Address							
Email		wagner@wagnerhm.com		Phone	(603) 831 9642			
Please indica	te how many	hours per week you intend to	be on the licensed	premises	50			
B. CITIZENSH	IP/BACKGROU	JND INFORMATION						
re you a U.S				@Yes ON	n *Managern	nust be a U.S. Citizen		
		lowing as proof of citizenship	US Passport, Vote					
		cted of a state, federal, or milit		OYes ⊚N		**************************************		
yes, fill out		ow and attach an affidavit pro				ch additional pages, if necess		
Date	1	nicipality	Charge	Disposition				
	ENT INFORM/ de your emplo	ATION Dyment history. Attach additio	onal pages, if neces	sary, utilizing t	he format belov	٧,		
Start Date	End Date	Position	Em	nployer		Supervisor Name		
05/2013	NA	General Manager	Holiday Inn	Express Boston		Beth Scherer		
09/2010	NA	CEO	CliqueNe	queNovaYork.com		Owner		
01/2001	2011	AGM	Cosmor	mopolitan Hotel		Jay Wartski		
09/1996	2001	FOM - Senior Accountant	Delmo	onico Hotel		Joseph Kaminski		
o. PRIOR DIS	CIPLINARY AC	TION I or financial interest in, or bee	en the manager of,	a license to se		Joseph Kaminski		
o, PRIOR DIS lave you hel isciplinary a	CIPLINARY ACId a beneficial action?	TION I or financial interest in, or bee	en the manager of, out the table. Attac	a license to se		Joseph Kaminski erages that was subject to ry,utilizing the format below.		
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D. PRIOR DIS lave you hel lisciplinary a	CIPLINARY ACId a beneficial action?	TION I or financial interest in, or bee	en the manager of, out the table. Attac	a license to se	ages, if necessa	Joseph Kaminski erages that was subject to ry,utilizing the format below.		
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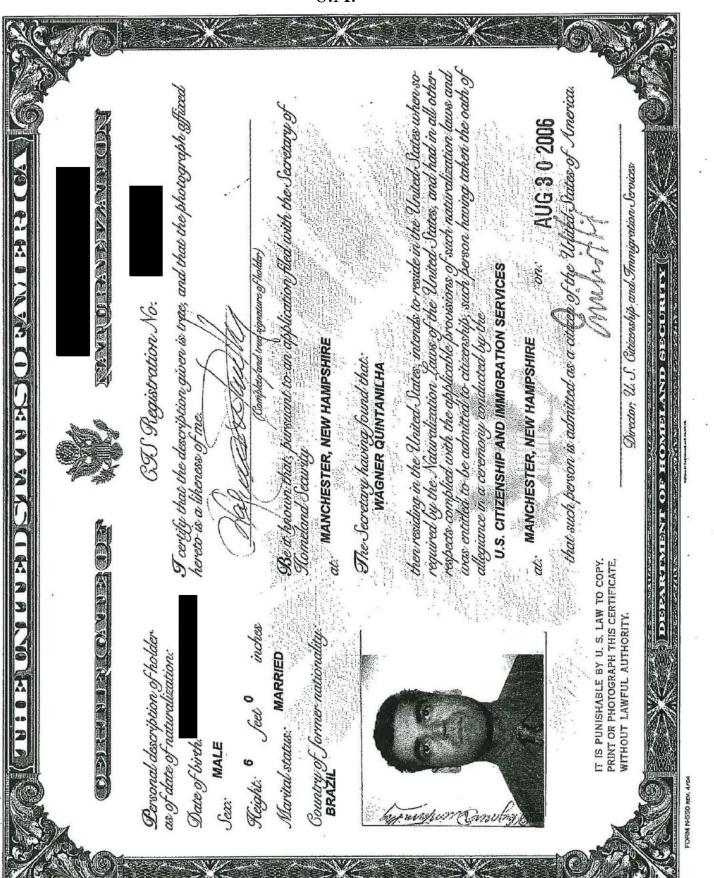
## ADDITIONAL INFORMATION

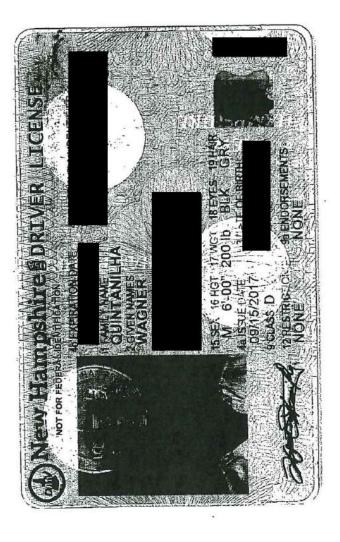
Please utilize this space to provide any additional information that will support your application or to clarify any answ	ers/
provided above.	

	The Applicant is opening a new boutique hotel in Coolidge Corner, Brookline, which will house a small bistro style restaurant and bar.
e	









### **CORPORATE VOTE**

	Γ	E.K. Webster Corp.	
The Board of Dir	rectors or LLC Managers of L	Entity Name	
duly voted to ap	pply to the Licensing Authority	of Brookline	and the
Commonwealth	of Massachusetts Alcoholic B	City/Town Severages Control Commission on	September 13, 2021  Date of Meeting
or the following tran	sactions (Check all that apply)	):	
X New License	Change of Location	Change of Class (i.e. Annual / Seasonal)	Change Corporate Structure (i.e. Corp/LLC)
Transfer of License	Alteration of Licensed Premises	Change of License Type (i.e. club / restaurant)	Pledge of Collateral (i.e. License/Stock)
Change of Manager	Change Corporate Name	Change of Category (i.e. All Alcohol/Wine, Malt)	Management/Operating Agreement
Change of Officers/ Directors/LLC Managers	(LLC Members/ LLP Partners,	Issuance/Transfer of Stock/New Stockholder Other	Change of Hours Change of DBA
"VOTED: To auth	N	Jame of Person	
	uired to have the application	ute on the Entity's behalf, any nec granted."	essary papers and
"VOTED: To app	oint Wagner Quinta	anilha	
	N	lame of Liquor License Manager	
premises describe therein as the lice	bed in the license and authori	m or her with full authority and co ty and control of the conduct of a have and exercise if it were a nate etts."	ll business
A true copy atte	est,	For Corporations ON A true copy attest,	ILY
X	er /LLC Manager Signature	Corporation Clerk's S	Signature
Anwar Faisal (Print Name)		Anwar Faisal (Print Name)	

# COMMERCIAL LEASE 30 WEBSTER STREET, BROOKLINE, MASSACHUSETTS

This COMMERCIAL LEASE entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Coolidge Webster Realty Trust ("Landlord"), and E.K. Webster Corp., a duly formed Massachusetts corporation having a business address of 1249 Beacon Street, Brookline, MA ("Tenant").

ARTICLE 1 - Grant and Description of Premises Landlord, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties hereto, demises and leases to Tenant the commercial premises suited at 30 Webster Street, Brookline, MA (hereinafter the "Premises").

ARTICLE 2 - Commencement and Length of Term: The Lease shall be for a term commencing on October 1, 2021 (the "Commencement Date") and terminating ten (10) years from said Commencement Date on September 30, 2031 unless sooner terminated or extended as hereinafter expressly provided (said period is referred to as "Term").

**ARTICLE 3 – Option**. Two (2) Five Year Options.

ARTICLE 4 – Rent: Tenant shall pay a minimum rent ("Basic Rent") as follows:

- (a) Tenant shall pay Base Rent in an amount equal to \$30,000.00 annually, plus any additional rent as outlined below in subsection (b). The initial payment of Base Rent shall be on date on which the Tenant opens for business for the Permitted Use ("Rent Commencement Date").
- (b) Tenant shall commence paying Basic Rent on the Rent Commencement Date. Basic Rent shall be paid, in advance, on the first day of each month, thereafter subject to proration in the case of any partial calendar month. Tenant shall be obligated to pay to Landlord interest at the "Prime Rate", plus four (4%) percent per annum or the maximum legal rate which Tenant may contract for in Massachusetts, whichever is less, on all sums and charges Tenant is obligated to pay under the terms of this Lease from the tenth (10<sup>th</sup>) day after the date said sums and charges become due and remain unpaid until the date said sums and charges are paid in full. The term "Prime Rate" as used in this Lease shall mean the Prime Rate as reported in the Wall Street Journal from time to time or any successor publication.
- (c) Tenant shall pay as additional rent with respect to each calendar year Tenant's proportionate share (100%) of all real estate taxes and operating expenses associated with the Building. "Operating expenses" shall include, but not be limited to real estate taxes, liability insurance, management fees, and all other expenses including utility expenses, the intent being to operate on a "triple net" basis. Capital repairs and other capital expenses shall not be included in "operating expenses.
- ARTICLE 5 Taxes, Utilities and Other Charges: Tenant agrees to pay its pro rata share of all general and special taxes, including existing and future assessments of any kind or nature, lawfully imposed by any governmental authority upon the Building and all operating expenses assessed to the Building (the taxes and operating expenses are collectively referred to as "Taxes"). Tenant shall pay when due all general and special taxes imposed upon all fixtures, equipment and personal property of every type which Tenant maintains in the Premises directly to the taxing authority. Commencing on the Commencement Date, Tenant shall pay the charges for all utility services to

the Premises, including, but not limited to, gas, steam, electricity, water, sewer and telephone charges (collectively "Utilities"). Tenant shall pay charges for Utilities when due directly to the entity providing such service, if billed directly. Otherwise, Tenant agrees to reimburse Landlord for Tenant's proportionate share of said utilities each month. The Taxes and Utilities related to the Premises are collectively hereinafter referred to as "Additional Rent").

ARTICLE 6 - Landlord's Right To Cure: If Tenant shall at any time fail to pay any amounts required in this Lease or to take out, pay for, maintain, or deliver any of the insurance policies provided for in this Lease, or shall fail to perform any other act on its part to be made or performed under this Lease, then Landlord, without waiving or releasing Tenant from any obligation of Tenant contained in this Lease, may (but shall be under no obligation to): (1) pay any tax or assessment so payable by Tenant, or (2) take out, pay for and maintain any of the insurance policies provided for in this Lease, or (3) after ten (10) days' written notice to Tenant (or immediately and without notice in situations involving potential danger to the health or safety of persons in, on or about the Premises or a threat of deterioration of, or damage to, the Premises), make any other payments or perform or cause to be performed any act on Tenant's part to be made or preformed as in this Lease provided, and may enter upon the Premises for any such purpose and take all such action thereon as may be necessary therefor. All sums so paid by Landlord and costs and expenses incurred by Landlord in connection with the performance of any such act shall be paid by Tenant to Landlord on demand as if the same were Additional Rent hereunder (and nonpayment of which shall have the same consequences as nonpayment of rent).

#### ARTICLE 7 – Intentionally omitted.

ARTICLE 8 - Use of Premises: Subject to the restrictions hereinbelow, Tenant shall have the right to use the Premises solely for the purpose of operating a hotel with a bar and restaurant and all uses attendant therewith (the foregoing use is hereinafter referred to as "Permitted Use"). Any expansion or alteration of the Permitted Use of the Premises shall be subject to Landlord's prior written consent and subject to all applicable laws, ordinances and regulations. Any knowing and willing use of the Premises by Tenant or Tenant's employees, or agents for any illegal activity, which results in a criminal conviction, shall be grounds for immediate termination of the Lease by the Landlord. Tenant shall adhere to all of the following in its Permitted Use of the Premises:

- (a) Tenant agrees promptly to comply with all laws, ordinances, orders and regulations affecting the Premises and the cleanliness, safety, operation and use thereof. Tenant also agrees to comply with the requirements and reasonable recommendations of any insurance company, inspection bureau or similar agency providing services to Landlord with respect to the Premises. Tenant agrees not to permit any use that overloads the applicable utility lines servicing the Premises.
- (b) Tenant agrees not to: (i) make any use of or allow the Premises to be used in any manner or for any purpose that might invalidate or increase the rate of the Landlord's insurance thereof; (ii) use the Premises for any purpose whatsoever which might create a public nuisance; (iii) cause structural damage; (iv) commit or suffer any waste; (v) discharge any hazardous waste, oil or toxic substances on the Premises; (vi) permit offensive odors; (vii) use the Premises or operate Tenant's business in violation of any law, ordinance, rule, by-law, code or regulation of any governmental authority; or (viii) permit any nude entertainment to be conducted on the Premises.

Failure of Tenant to strictly adhere to the provisions of this Article 8 shall be deemed a Default Event by Tenant under Article 18 hereof and Landlord shall be entitled to pursue all remedies provided in this Lease resulting from such Default Event.

ARTICLE 9 – Additional Utilities: Landlord shall have no obligation to provide Utilities other than the Utilities and equipment within the Premises as of the Commencement Date. In the event Tenant requires additional Utilities or equipment, the installation and maintenance thereof shall be the Tenant's sole obligation, provided that such installation shall be subject to the prior written consent of the Landlord, which consent shall not be unreasonably withheld and/or delayed. No interruption or discontinuance of any Utility, or inability to obtain same, regardless of the nature of the cause shall be deemed an eviction or disturbance of Tenant, relieve Tenant from any obligation under this Lease, or create any liability on the part of Landlord. Tenant agrees to indemnify Landlord against any damage caused by overloading of any Utility system on the Premises or connected with same.

#### ARTICLE 10 - Condition, Improvements, Repairs and Maintenance:

- 10.1 Omitted.
- 10.2 <u>Condition of Premises</u>. Tenant accepts the Premises "as is" in the condition in which it is on the date of the execution of this Lease. Except as otherwise provided in Section 10.6 below, Tenant acknowledges that Tenant shall be responsible, at its sole cost and expense, for making all necessary leasehold improvements required to make the Premises suitable for the Permitted Use and for bringing the Premises into full compliance with all applicable laws for Tenant's Permitted Use of the Premises ("Tenant's Work").
- Improvements to the Premises. Provided that no emergency exists (such as bursting pipes 10.3 and the like), Tenant shall not commence any Tenant's Work nor make any alterations, improvements and/or additions to the Premises (collectively "Improvements") without first providing Landlord with detailed plans for any Tenant's Work and obtaining, in each instance, the written consent of Landlord, such consent not to be unreasonably withheld or delayed. Any Tenant's Work and any such Improvements by Tenant shall be made in accordance with all applicable laws and shall be in a good and first-class, workmanlike manner and in accordance with the provisions of this Lease. Any Tenant's Work and any Improvements made by Tenant upon the Premises and which in any manner are attached to the floors, walls or ceilings (including, without limitation, any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor and any electrical, plumbing, heating, ventilating and/or air-conditioning systems and equipment) shall remain upon the Premises, and at the termination of this Lease shall be surrendered with the Premises as part thereof without disturbance, molestation or injury. However, the usual trade fixtures, furniture and equipment not currently located in the Premises, which may be installed in the Premises during the Term hereof at the cost of Tenant shall be removed by Tenant from the Premises upon termination of this Lease. Further, Tenant covenants and agrees, at its sole cost and expense, to repair any and all damage to the Premises resulting from or caused by such removal. In any event, any trade fixtures, equipment, furniture and other personal property which remain in the Premises following the expiration or earlier termination of the Term hereof, at Landlord's option, may thereafter be removed and stored at the cost of Tenant, or retained as the property of Landlord or sold or otherwise disposed of by Landlord, in any such case without any liability to or recourse by Tenant or anyone claiming by, through or under Tenant. All Tenant's Work and Improvements shall conform to all applicable statutes, ordinances, regulations, codes and requirements of Landlord's and Tenant's underwriters. Landlord's approval of plans and specifications shall not constitute an acknowledgment that work done in conformity therewith will so conform, and Tenant shall be solely responsible for corrections in Tenant's Work and Improvements required by any governmental agency or insurance underwriters. Tenant shall obtain and convey to Landlord approvals from all agencies with jurisdiction over matters relative to electrical, gas, water, heating and cooling, and telephone work, and shall secure its own building

and occupancy permits. Landlord reserves the right to require changes in Tenant's Work and Improvements when necessary by reason of code requirements or directives of governmental authorities having jurisdiction over the Premises.

- 10.3 <u>Insurance Related to Improvements</u>. Prior to commencement of any Tenant's Work and/or Improvements and until completion thereof, Tenant shall maintain, or cause to be maintained, casualty insurance in builder's risk form covering Landlord, Landlord's agents, servants or employees, Tenant and Tenant's contractors, as their interests may appear, against loss or damage by fire, vandalism and malicious mischief, and such other risks as are customarily covered by the so-called "extended coverage endorsement" upon all Tenant's Work and/or Improvements, and all materials stored at the site of Tenant's Work and/or Improvements. In addition, Tenant agrees to require all contractors and subcontractors engaged in the performance of Tenant's Work and/or Improvements to effect and maintain, and deliver to Tenant and Landlord, certificates evidencing the existence of, prior to commencement of any Tenant's Work and/or Improvements and until completion thereof, the following insurance coverages:
- (a) Worker's Compensation Insurance In accordance with the laws of The Commonwealth of Massachusetts, including Employer's Liability Insurance, with limits as required by law.
- (b) Comprehensive public liability insurance in the same form and limits as Tenant is required under Article 13.1 of this Lease to carry or in such greater amounts as the Landlord may reasonably determine and hereafter from time to time advise Tenant in writing.

Prior to commencement of any Tenant's Work and/or Improvements, Tenant shall deliver to Landlord certificates of all required insurance, and evidence of the payment of premiums thereon (and certificates of renewal, and evidence of premium payments with reference thereto, where appropriate). All such certificates shall state that the same is non-cancellable and non-amendable without thirty (30) days' prior written notice to Landlord.

- Mechanic's Liens. Tenant shall promptly pay all contractors and materialmen hired by Tenant to furnish any labor or materials for such Tenant Work and/or Improvements. Should any lien be made or filed, Tenant shall bond against or discharge same within ten (10) days after the lien is made or filed. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord and all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in procuring the discharge of such lien, shall be due and payable by Tenant to Landlord as Additional Rent on the first day of the next month following receipt of a bill from Landlord itemizing its costs. Tenant agrees to save and hold Landlord harmless from any loss, cost or suit brought by any person for injuries sustained, or property damage arising out of Tenant's Work and/or Improvements to the Premises.
- 10.5 Tenant Repairs and Maintenance. Tenant covenants throughout the Term, at its sole cost and expense, to keep the Premises, inside and outside, and all leasehold improvements, fixtures and equipment therein, and all signs of Tenant erected thereon, in good repair and condition, making all repairs thereto in a timely fashion or as Landlord may reasonably request from time to time in furtherance of this Article. All repairs are to be in a good and first-class workmanlike manner. Tenant's responsibility hereunder, at its sole cost and expense, shall include, without limitation, repair and replacement in a first-class manner all of the following property: all mechanical equipment required for operation of the Premises, the boiler on the Premises, all fixtures and equipment within the Premises, all meters, all signs (interior and exterior), all glass, floor covering

and ceiling materials, door and door hardware and the decoration of the interior and front of the Premises in order to maintain at all times a clean and sightly appearance (please refer to Section 10.7 below regarding maintenance, repair and replacement of HVAC systems). The provisions of this Article shall not require Tenant to make capital improvements to the structural parts of the Building, including the foundation, bearing walls and columns, roof or utility lines outside the Building, unless the condition necessitating such capital improvements to the structural parts have been caused by Tenant, its agents, servants or invitees. Tenant shall, at its sole cost and expense, arrange for rubbish removal and for janitorial services with respect to the Premises, and shall provide for such pest extermination services as required to keep the Premises free of all pests. Tenant shall provide Landlord a copy of the pest extermination schedule and reports when and if requested. If Tenant refuses or neglects to make such repairs or to maintain the Premises as provided herein in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant reasonable written notice, except in situations deemed to be emergency situations by Landlord, to make such repairs or perform such maintenance on behalf of and for the account of Tenant, and Tenant shall pay Landlord's costs and expenses of such work as Additional Rent on the first day of the month following receipt of a bill from Landlord therefore.

- 10.6 <u>Landlord Maintenance and Repairs</u>. Landlord shall, within a reasonable period after receipt of notice from Tenant, make or cause to be made necessary structural repairs to the exterior walls (but excluding plate glass and signs) and shall keep in good order, condition and repair the exterior foundations of the Premises. Landlord shall not be required to make any such repairs or installations where the need for same are necessitated, caused or occasioned by (i) any act or omission or negligence of Tenant or its employees, agents, invitees, licensees, visitors or contractors, or (ii) fire or other casualty or condemnation, except as provided in Article 14. Landlord agrees to provide the following improvements to the premises:
  - (a) None
- 10.7 <u>Maintenance and Repair of HVAC Systems.</u> Tenant shall be responsible for all HVAC repairs.
- 10.8 <u>Landlord's Access</u>. Upon reasonable notice to Tenant and at reasonable times, Landlord may enter upon the Premises to inspect, maintain and repair the Premises if Landlord reasonably believes that Tenant has not adequately done so, and to charge to Tenant the cost thereof. Tenant agrees to pay said charges when and if such charges are presented for payment.

<u>ARTICLE 11 - Additional Covenants of Tenant</u>: Tenant also agrees and covenants with Landlord throughout the Term of the Lease:

- (a) To pay all Basic Rent and Additional Rent at the times and in the manner set forth herein.
- (b) To provide Landlord upon reasonable written request with evidence that it has paid all taxes and assessments required hereunder, including without limitation, all state and federal sales taxes.
- (c) To comply promptly with all applicable laws, rules, regulations, by-laws, ordinances, requirements and orders of governmental authorities, boards of fire underwriters, Massachusetts Department of Revenue, Massachusetts Alcohol Beverage Control Commission and similar organizations.
- (d) To make all structural and non-structural repairs, alterations, additions or replacements to the Premises required under the terms of this Lease, or as shall become required during the Term, by

the terms of this Lease or by any law, rule, order, regulation or requirement of any public authority (or the fire insurance rating association having jurisdiction).

(e) Tenant shall be responsible for clearing and removing snow and ice from the sidewalk and rear alley of the Premises.

**ARTICLE 12 - Quiet Enjoyment:** Provided Tenant is not in default, Tenant shall have the peaceable and quiet enjoyment and possession of the Premises during the Term hereof without any hindrance or molestation from Landlord, its agents, servants or employees.

#### **ARTICLE 13 - Insurance and Indemnification**:

- 13.1 <u>Landlord's Insurance</u>. At all times during the Term of this Lease, Landlord will maintain, in commercially reasonable amounts, (a) fire and extended coverage insurance on the Building, and (b) public liability and property damage insurance.
- 13.2 <u>Tenant's Insurance</u>. Tenant, at its own cost and expense, shall obtain and maintain in full force and effect during the Term of this Lease, policies of insurance covering the following risks:
- (a) Fire and extended coverage insuring the Premises and all leasehold improvements and equipment (exclusive of the Tenant's own equipment) in the Premises in an amount equivalent to the "full replacement cost" of the thereof (excluding foundation and excavation costs) and all of Tenant's equipment, trade fixtures, appliances, furniture, and personal property from time to time, on or upon the Premises. Landlord may demand that the "full replacement cost" shall be determined from time to time during the Term hereof at the request of Landlord by an appraiser, engineer, architect or contractor designated by Landlord, paid for by Tenant and approved in writing by Landlord. No omission on the part of Landlord to request any such determination shall relieve Tenant of any of its obligations under this Article 13.
- (b) Comprehensive public liability insurance including product liability insurance, property damage insurance and personal property insurance in amounts not less than \$1,000,000 with respect to injuries to one person and \$1,000,000 with respect to injuries suffered in any one accident, or such higher limits as may be reasonably required by Landlord from time to time.
- (c) Business interruption insurance in amounts sufficient to prevent Tenant from becoming a coinsurer thereof, and to assure the continuance of the operating income and profit of Tenant's business at the Premises during any period in which Tenant is unable to conduct such business in the Premises, or any part thereof, by reason of loss or damage due to fire or other casualty, the elements, civil commotion or riot, or any other cause, whether insured or uninsured.

Such policies shall name Landlord, any other parties in interest designated by Landlord, and Tenant as the insured party, and shall contain a clause that the insurer shall not cancel such policies without thirty (30) days prior written notice to Landlord and shall be issued by insurers licensed to sell casualty and property insurance in The Commonwealth of Massachusetts. On or before the Commencement Date and at least thirty (30) days before any such policy shall expire, Tenant shall deliver a certificate of such insurance coverage to Landlord.

13.3 <u>Compliance</u>. Tenant shall not violate or permit violation of any of the conditions and provisions contained in the insurance policies provided for hereunder. Tenant shall perform and satisfy the requirements of the insurance company writing any such policy, so that at all times

insurance companies of good standing shall be willing to write or to continue such insurance policies.

- Maivers of Subrogation. Landlord and Tenant each hereby release the other, to the extent of their insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of the other or its agents, provided however, this release shall be in force and effect only with respect to loss or damage occurring during such time as the policies covering such loss or damage shall contain a clause to the effect that this release shall not affect said policies or the right to recover thereunder. Landlord and Tenant agree that their fire and other casualty insurance policies will include such a clause so long as the same is includable without extra cost, or if an extra cost is chargeable therefor, so long as the other pays such extra cost. If an extra cost is chargeable therefor, the insured will advise the other party of the cost. The other party at its election may pay the same, but shall not be obligated to do so.
- Indemnification. Notwithstanding its insurance obligations, Tenant shall indemnify and save harmless Landlord and its officers, directors, shareholders, managers, employees and agents against and from (a) all claims of any kind or nature by or on behalf of any person arising out of (i) any condition of the Premises, or (ii) the construction, reconstruction, improvement, use, occupancy, conduct or management of or from any work or anything done or omitted to be done in or about the Premises, or (iii) any accident, injury or damage to any person or property occurring in or about the Premises resulting from the operation of Tenant's business at the Premises or for any other reason whatsoever, or (iv) any breach or default by Tenant of any of its obligations hereunder, or (v) any act or omission of Tenant or any of its agents, contractors, servants, employees, or licensees, and (b) all costs, counsel fees, expenses or liability reasonably incurred in connection with any such claim or action or proceeding brought thereon. If any action or proceeding is brought against Landlord or any such member, manager, officer, employee or agent by reason of any indemnified claim, Landlord shall give Tenant notice of the action or proceeding and Tenant shall defend such action or proceeding. Subject to the foregoing, Landlord shall cooperate and join with Tenant as may be required in connection with any action taken or defended by Tenant.

#### **ARTICLE 14 - Fire or Other Casualty:**

- 14.1 <u>Partial Damage</u>. In the event that during the Term hereof the Premises shall be partially damaged (as distinguished from "substantially damaged", as that term is hereinafter defined) by fire or other casualty, Landlord shall forthwith proceed to repair such damage and restore the Premises to substantially their condition at the time of such damage. Notwithstanding anything in the prior sentence to the contrary, Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control and Landlord shall not be obligated to spend for such repairs and restoration an amount in excess of any insurance proceeds paid to Landlord for such damage or destruction.
- 14.2 <u>Substantial Damage</u>. In the event that during the Term hereof the Premises shall be substantially damaged or destroyed by fire or other casualty, the risk of which is covered by insurance payable to Landlord, this Lease shall remain in full force and effect so long as the net insurance proceeds payable to Landlord for such damage is sufficient in Landlord's determination to restore the Premises to substantially the same condition as prior to the fire or other casualty. The Landlord shall promptly, after the determination and receipt of the net amount of insurance proceeds available to Landlord, expend so much as may be necessary of such net amount of insurance to restore the Premises to substantially the same condition, but Landlord shall not be

responsible for any delay which may result from any cause beyond the reasonable control of Landlord. Should the net amount of insurance proceeds available to Landlord be insufficient to cover the cost of restoring the Premises in the sole and absolute estimate of Landlord, Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the Premises with all reasonable diligence or Landlord may terminate this Lease by giving written notice to Tenant not later than thirty (30) days after Landlord has determined the estimated net amount of insurance proceeds available to Landlord and the estimated cost of such restoration. In case of substantial damage or destruction, as a result of a risk which is not covered by insurance available to Landlord, Landlord shall be entitled to rebuild the Premises, all as aforesaid, unless Landlord, within sixty (60) days after the occurrence of such event, gives written notice to Tenant of Landlord's election to terminate this Lease. If Landlord shall elect to terminate this Lease, as aforesaid, this Lease and the Term hereof shall cease and come to an end as of the date of said damage or destruction. Notwithstanding anything in this Article 14 to the contrary, if Landlord sends notice of termination to Tenant pursuant to the terms of this Paragraph and Tenant notifies Landlord within fourteen (14) days after receipt of Landlord's notice that Tenant desires to continue the Lease, the Lease shall not terminate but Tenant shall be responsible for paying to Landlord for all costs required to restore the Premises to the condition the Premises were in prior to the fire or casualty which are not covered by insurance available to Landlord ("Excess Uninsured Costs"). Landlord shall be entitled to require the Excess Uninsured Costs be paid in advance by Tenant as a condition to reinstating the Lease. Notwithstanding anything in this Article 14 to the contrary, if the Premises are substantially damaged Tenant shall have the option to terminate this Lease by written notice to Landlord if (i) Landlord fails to give notice within sixty (60) days of the casualty of its intention to restore the Premises; or (ii) Landlord fails to proceed to restore the Premises to a condition substantially suitable for their intended use within one hundred twenty (120) days of the date of such casualty.

- 14.3 <u>Tenant's Obligations</u>. Unless this Lease is terminated as provided in Article 14.2, if the Premises shall be damaged or destroyed by fire or other casualty, then Tenant shall: (i) repair and restore all portions of the Premises not required to be restored by Landlord pursuant to this Article 14 to substantially the condition which such portions of the Premises were in at the time of such casualty; (ii) equip the Premises with trade fixtures and all personal property necessary or proper for the operation of Tenant's business; and (iii) open for business in the Premises as soon thereafter as possible.
- 14.4 <u>Basic Rent and Additional Rent Abated</u>. In the event that the provisions of Article 14.1 or Article 14.2 of this Lease shall become applicable, the Basic Rent and Additional Rent shall be abated or reduced during any period in which, by reason of such damage or destruction, there is substantial interference with the operation of the business of Tenant in the Premises.
- 14.5 <u>Damage Definition</u>. The terms "substantially damaged" and "substantial damage", as used in this Article, shall have reference to damage of such a character as cannot be reasonably expected to be repaired or the Premises restored within sixty (60) days from the time that such repair or restoration work would be commenced.
- 14.6 <u>Termination</u>. Notwithstanding anything herein to the contrary, in the event that the entire Premises, or a substantial portion thereof such that the remainder is rendered unsuitable for the Permitted Uses, or access to the Premises shall be taken by any public authority or for any public use or shall be destroyed or damaged by fire or casualty or by the action of any public authority, then this Lease may be terminated at the election of either of the parties. Such election is to be made by either party by giving written notice to the other party within thirty (30) days after the right of such damage or taking first accrued.

ARTICLE 15 – Condemnation: If the whole of the Premises shall be acquired or condemned under eminent domain proceedings, then the Term of this Lease shall cease and terminate when the Premises are taken. All payment obligations of Tenant hereunder shall cease on said termination date. In the event of a taking of a portion of the Premises and as a result of said taking the total floor area remaining in the Premises shall be reduced to less than seventy-five percent (75%) of the total floor area in the Premises at the commencement of the Term hereof, then at the election of Tenant, this Lease may be terminated as of the date when Tenant is required to vacate the portion of the Premises so taken. In the event Tenant remains in operation, all rent shall be reduced pro rata and Landlord shall, within six (6) months after said condemnation, rebuild the Premises on the space available, unless delayed through causes beyond its control, including the attainment of taking or insurance proceeds for the same; in which case Landlord shall rebuild the Premises in as diligent a manner as possible. Notwithstanding anything in the prior sentence to the contrary, Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control and Landlord shall not be obligated to spend for such repairs and restoration an amount in excess of any insurance or taking proceeds paid to Landlord for such taking.

In any event, Tenant shall have no claim against Landlord by reason of such taking or termination and shall not have any claim or right to any portion of the amount that may be awarded or paid to Landlord as a result of any such taking; provided, however, nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority (if permitted by law) for moving expenses, or removal of trade fixtures, or reimbursement for the undepreciated costs of the leasehold improvements made by the Tenant to the Premises or loss of business goodwill. Except as aforesaid, the entire compensation awarded in or by reason of said eminent domain proceedings shall belong to Landlord without any deduction therefrom for any present or future estate or interest of Tenant and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation together with any and all rights, estate and interest of Tenant now existing or hereafter arising in and to the same or any part thereof.

ARTICLE 16 - Assignment-Subletting: Tenant shall not assign, mortgage, pledge or encumber this Lease nor sublet all or any part of the Premises nor allow any other party to occupy all or any portion of the Premises without the prior written consent of Landlord, such consent not to be unreasonably withheld or delayed. No assignment of this Lease or sublet of the Premises shall release Tenant or any guarantor from their obligations hereunder or under any previously executed guaranty. Notwithstanding anything in this Lease to the contrary, Tenant shall have no right to assign or sublet all or any portion of the Premises if Tenant is in default of its obligations under the Lease at the time that Tenant desires to assign or sublet all or any portion of the Premises. Tenant shall reimburse Landlord on demand for all costs incurred by Landlord (including without limitation legal fees and expenses) in reviewing and/or approving Tenant's request for an assignment of this Lease or sublet of the Premises including the preparation and/or review of all documentation in connection therewith.

As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation: (a) any transfer of Tenant's interest in the Lease by operation of law; (b) any transfer of Tenant's interest in the Lease by merger or consolidation of Tenant with or into any other firm, corporation or other entity; (c) the transfer or sale of a controlling interest in Tenant by sale or other transfer of its stock from the stockholders as of the date hereof to any outside party; (d) a sale of all or substantially all of the Tenant's assets, including this Lease; or (e) any such other similar transaction entered into by Tenant or its stockholders as Landlord shall determine in its sole discretion. Tenant's request for Landlord's consent to subletting or assignment shall be submitted in writing and Landlord's consent, which consent shall not be unreasonably withheld and/or delayed, shall be

granted at Landlord's sole discretion provided the prospective assignee or sublessee shall agree to pay Landlord the greater of all amounts reserved in this Lease or that agreed upon between Tenant and the prospective assignee or sublessee. Tenant shall have no right to collect such greater amount, if any, from the proposed assignee or sublessee, but rather the same shall belong to Landlord. If this Lease is assigned, or if the Premises or any part thereof are sublet or occupied by anybody other than Tenant, Landlord may collect all amounts due hereunder from the assignee, sublessee or occupant, and apply the net amount collected to all amounts due hereunder, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sublessee or occupant as a tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or subletting.

ARTICLE 17 - Subordination and Estoppel: This Lease shall at all times be subject and subordinate to the lien of any mortgage, trust deed or any ground lease now or hereafter placed upon the Building or the Premises, and Tenant covenants and agrees to execute and deliver, upon reasonable notice, such further instruments subordinating this Lease to the lien of any such instruments as shall be desired by Landlord, or any mortgagee or trustees under trust deeds. The provisions of this paragraph shall be self-operative and no further instrument shall be required; provided, however, in confirmation thereof, Tenant shall execute such further assurance as may be requested. Tenant further, to the extent not prohibited by law, waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event any such foreclosure proceeding is brought, prosecuted or completed. Within ten (10) days after request by Landlord, Tenant agrees to deliver an estoppel certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and that there are not defenses or offsets thereto, or stating those claimed by Tenant.

<u>ARTICLE 18 – Default</u>: Tenant shall be in default under this Lease upon the happening of any of the following events ("Default Event"):

- (a) Tenant fails to pay Basic Rent, Additional Rent or any other amounts due from Tenant throughout this Lease within five (5) days after notice from Landlord provided, that Landlord shall not be required to give notice more than two (2) times in any consecutive twelve (12) month period;
- (b) Tenant violates any of the other terms, conditions or covenants herein contained if Tenant fails to cure the same within thirty (30) days from the date of written notice of such default, or such longer period of time as is reasonably necessary to cure if such violation cannot be cured within thirty (30) days provided Tenant has expeditiously commenced curing such default within said thirty (30) day period and is diligently, in Landlord's judgment, pursuing said cure;
- (c) Tenant becomes insolvent or makes any assignment for the benefit of creditors;
- (d) Tenant files, or has filed against it/him, any petition under any bankruptcy or similar laws which is not discharged within sixty (60) days of said filing;
- (e) Tenant's assets are levied upon in anticipation of a sheriff's or constable's sale thereof, which levy is not satisfied prior to the proposed sale date;
- (f) a receiver is appointed for Tenant's business;

- (g) Tenant fails to pay any taxes due which shall become a lien on any of Tenant's assets, which lien is not discharged within sixty (60) days;
- (h) Tenant admits in writing its/his inability to pay its/his debts generally as they become due; or
- (i) Tenant fails to notify Landlord as specified in Article 11(c) hereinabove.

Upon the happening of a Default Event, Landlord may declare the Term of this Lease terminated, and pursue all legal and equitable remedies available to it under the laws of the Commonwealth of Massachusetts resulting from Tenant's breach, including, but not limited to, re-entering the Premises by summary proceedings or otherwise, expelling Tenant and removing all of Tenant's property therefrom or bringing an action to recover all rents and other charges due hereunder from Tenant for the remaining Term of the Lease. In addition, Landlord shall be entitled to all costs incurred as a result of Tenant's breach, including, but not limited to, all reasonable attorneys' fees incurred to correct such default and/or to pursue all remedies available to Landlord. Any assessment of legal fees will be extended to remedies available to the tenant also.

Upon and after entry into possession without terminating this Lease, Landlord may, but shall not be obligated to, relet all or any part of the Premises for the account of Tenant for such rent and upon such terms and to such person, firm or corporation and for such period or periods as Landlord in Landlord's sole discretion shall determine. Landlord shall not be required to accept any prospective lessee offered by Tenant, or to observe any instruction given by Tenant about such reletting. For the purpose of such reletting, Landlord may decorate or make repairs, changes, alterations or additions in or to the Premises to the extent deemed by Landlord desirable or convenient and charge Tenant for such costs. All consideration received by Landlord for reletting the Premises shall be the sole property of Landlord. If the consideration collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay the rental and Tenant's other obligations reserved in this Lease and all of Landlord's other costs and expenses of any kind or nature related to the reletting of the Premises, Tenant agrees to pay to Landlord the deficiency upon demand.

The failure of Landlord to insist in any one or more instances upon the performance of any of the covenants or conditions of this Lease or to exercise any right or privilege herein conferred shall not be construed as thereafter waiving or relinquishing Landlord's right to the performance of any such covenants, conditions, rights or privileges, and the same shall continue and remain in full force and effect, and the waiver of any default or right shall not constitute waiver of any other default, and the receipt of any rent by Landlord from Tenant or any assignee of Tenant, or of any portion thereof, shall not operate as a waiver therein contained, of any of Landlord's rights hereunder unless evidenced by Landlord's written waiver thereof. Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as may be reasonable under the circumstances to correct any such default, after written notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

**ARTICLE 19 - Expiration of Term**: Tenant, at the expiration of the Term hereof or any prior termination as herein provided, shall remove its goods and effects and peaceably yield up the Premises in the same condition and repair as the Premises were in at the commencement of the Term hereof or as may have been put in thereafter, loss by or ordinary wear and tear and eminent domain excepted, but in any event clean and tenantable and free of occupants and subject, in any

event, to Tenant's obligations under Articles 10.2, 10.4 and 11(e), provided that if any such removal of its goods and effects causes any damage to the Premises, Tenant shall promptly repair the same at its sole cost and expense. Any property, fixtures or equipment of Tenant remaining on the Premises after termination hereof shall be deemed to be abandoned and may be removed and disposed of by Landlord as Landlord shall determine, and Landlord shall charge the cost of such removal and any repairs or replacements to the Premises necessitated thereby to Tenant.

ARTICLE 20 – Notices: All notices required to be sent under the provisions of this Lease to Landlord and Tenant by one another shall be in writing and sent by U.S. mail, certified, return receipt requested, or by hand delivery or overnight mail to the parties at the following addresses:

If to Landlord:

-with a copy to:

Steffani Boudreau, Esq.

RLAW, PC

300 Washington Street, First Floor

Brookline, MA 02445

SBOUDREAU@BOBALLENLAW.COM

If to Tenant:

-with a copy to:

Steffani Boudreau, Esq.

RLAW, PC

300 Washington Street, First Floor

Brookline, MA 02445

SBOUDREAU@BOBALLENLAW.COM

Either party may, at any time, in the manner set forth for giving notices to the other, set forth a different address to which notice to it may be sent.

<u>ARTICLE 21 – Recording</u>: This Lease shall not be recorded, but a short form notice of this Lease shall be recorded upon the request of either party. The parties hereto agree that upon such request by the party, the other party will execute whatever instruments may be necessary for the recording of said short form.

ARTICLE 22 - Successors and Assigns: This Lease shall be binding upon and shall inure unto the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns, including all permitted subtenants. Each subtenant or assignee shall, as a precondition to Landlord's approval of Tenant's sub-letting the Premises or assigning this Lease, execute such written instruments as Landlord shall reasonably require evidencing its agreement to be bound by every term of this Lease, provided that such an agreement shall not operate to release Tenant from its obligations hereunder.

ARTICLE 23 - No Personal Liability: No officers, directors, shareholders, trustees, employees, and agents of Landlord shall be personally liable for any obligation of Landlord hereunder and all parties hereto and all other persons shall look solely to the assets of Landlord for the satisfaction of any obligation of Landlord hereunder. Tenant specifically agrees to look solely to Landlord's interest in the Building for the recovery of any judgments from Landlord, it being agreed that Landlord (and its members, venturers, and partners, and all of their officers, directors, and employees) will never be personally liable for any such judgments.

#### ARTICLE 24 - Omitted.

ARTICLE 25 - Governing Law, Jurisdiction and Interpretation: The laws of The Commonwealth of Massachusetts shall govern the validity, performance and enforcement of this Lease. The parties agree that any actions brought under this Lease shall be brought only in the State or Federal Courts located in Essex County or Boston, Massachusetts. If any provision of this Lease is held to be invalid, such invalid provision shall be deemed to be severable from and shall not affect the validity of the remainder of this Lease.

ARTICLE 26 – Signs: The Tenant shall be responsible for supplying and installing all signage at its own cost and expense. Tenant shall submit to Landlord, for Landlord's prior written approval (such approval not to be unreasonably withheld or delayed), the design and specifications for any sign identifying the name and business of Tenant to be erected at the Premises during the Term. Such sign shall conform to the rules and regulations of the Town of Pembroke and any other applicable law, rule, ordinance or code as may be enacted and binding upon the Premises during the Term of the Lease.

ARTICLE 27 - Entire Agreement. This Lease and the exhibits attached hereto and forming a part hereof, set forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth.

<u>ARTICLE 28 – Amendments</u>. No amendments, modifications of or supplements to this Lease shall be effective unless in writing, executed and delivered by Landlord and Tenant.

ARTICLE 29 – No Waiver. The waiver by Landlord of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition, or provision of this lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

<u>ARTICLE 30 – Landlord's Fees and Expenses</u>. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, arising out of or resulting from any act or omission by the Tenant with respect to this Lease or the Premises, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of fifteen (15%) per cent per annum and costs, shall be paid to the Landlord by the Tenant as Additional Rent.

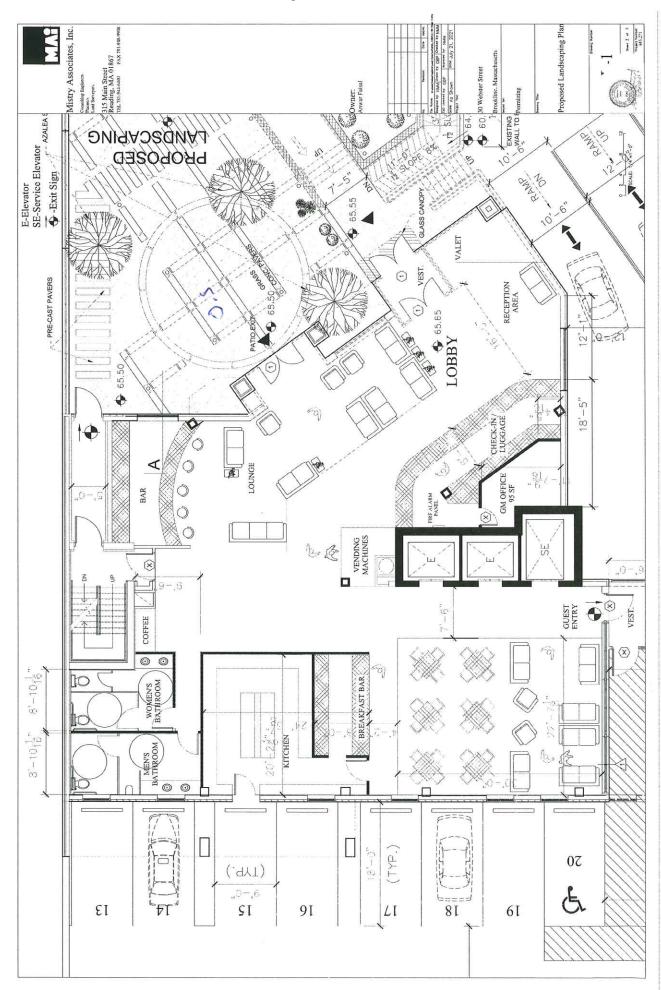
<u>ARTICLE 31 – Notice of Landlord's Default.</u> In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a thirty (30) day period, to commence action to cure such alleged default within such thirty (30) day period.

ARTICLE 32 – Holding Over. Tenant will have no right to remain in possession of all or any part of the Premises after the expiration of the Term. If Tenant remains in possession of all or any part of the Premises after the expiration of the Term, with the express or implied consent of Landlord: (i) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (ii) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (iii) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days prior written notice or the earliest date permitted by law. In such event, monthly Basic Rent will be increased to an amount equal to two hundred percent (200%) of the monthly Basic Rent payable during the last month of the Term, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

IN	WITNESS	WHEREOF,	the parties	have executed	this.	Lease on t	he date	first above	written.
----	---------	----------	-------------	---------------	-------	------------	---------	-------------	----------

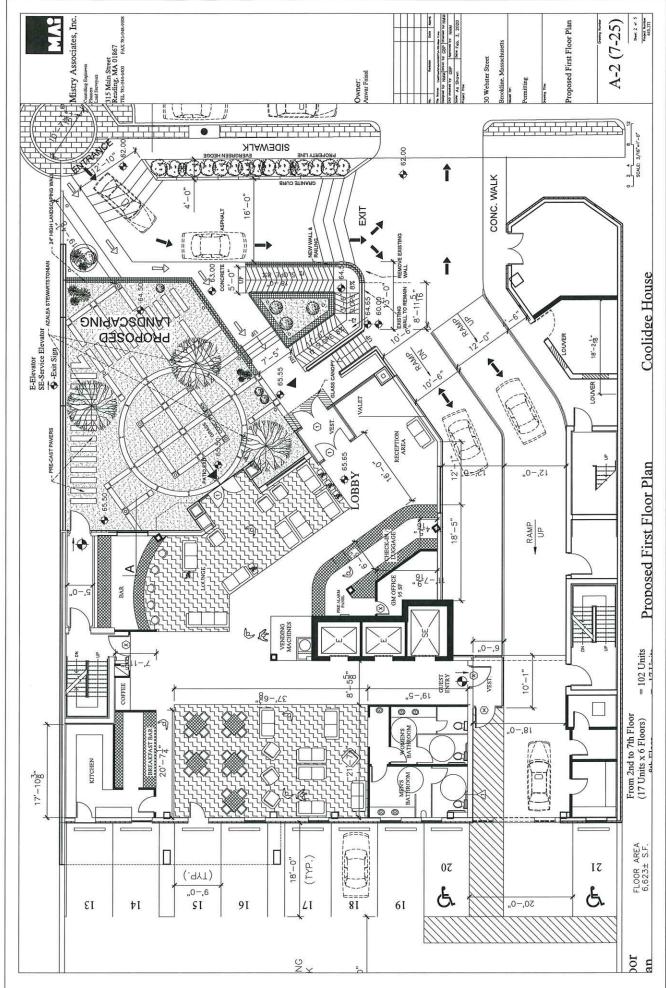
LANDLORD: COOLIDGE WEBSTER REALTY TRUST
By:
TENANT: E.K. WEBSTER CORP.
By:

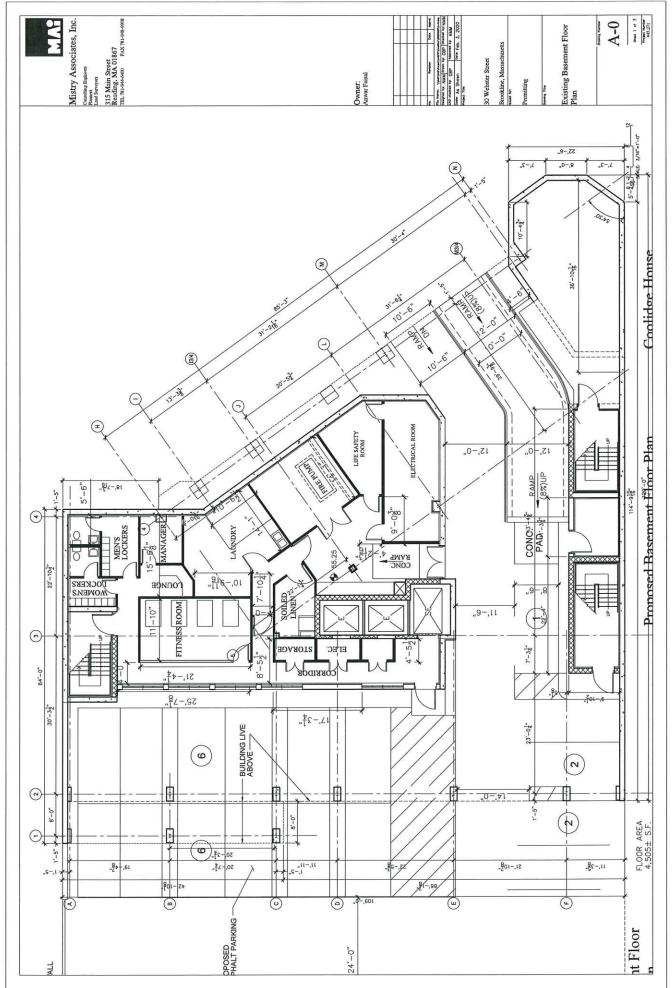


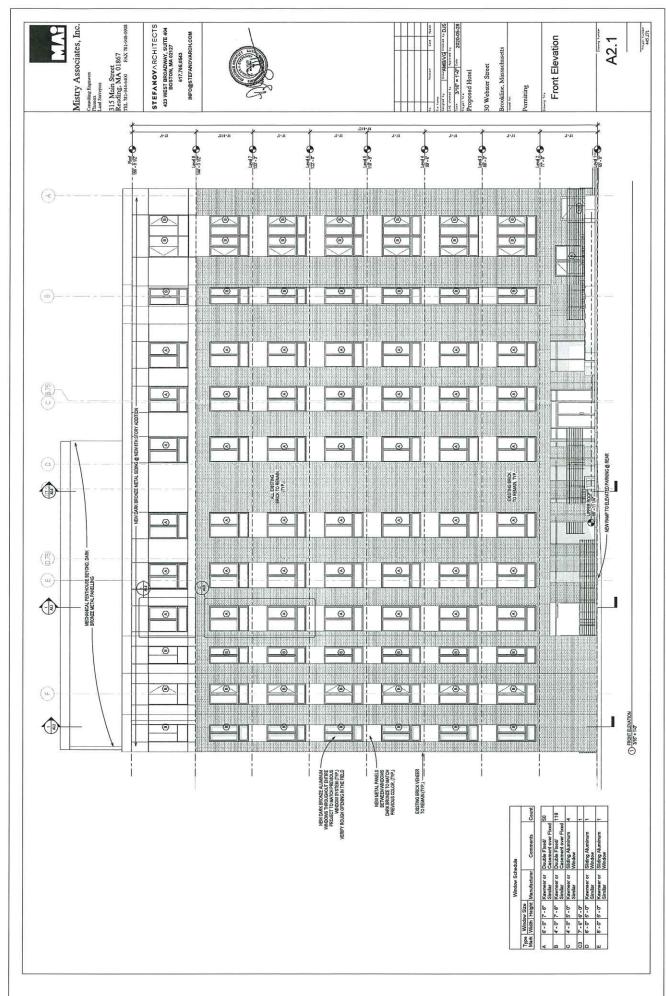
8.A. Propert Number 645.271 Mistry Associates, Inc. Lobby Food & Liquor licence 30 Webster Street Brookline, Massach Iris Hotel Boston SCALE: 3/8"=1'-0" Sitting capacity 60 seats Z Food and serving area SE-Serv VEST. BUSINESS R - PRE-CAST PAVERS \$ 65.65 Q=21 S,-0" RAMP 16'-113" GM OFFICE BACK ,o-,g 8 ..0-,9  $3'-7\frac{1}{2}$ " 10,-1" GUEST COFFEE BREAKFAT BAR 8'-10<sub>16</sub>" O WOMEN'S BATHROOM KITCHEN 8'-10<sub>16</sub>" 0 0 18,-0,

> ¥-0. ∀P.)

50







# COMMON VICTUALLER

#### OFFICE OF THE SELECT BOARD

#### MEMORANDUM

TO:

Mark Morgan, Acting Chief of Police

Pat Maloney, Acting Commissioner of Public Health & Human Services

Daniel Bennett, Building Commissioner

John Sullivan, Chief of Fire

FROM:

Melvin Kleckner, Town Administrator

RE:

New Hotel – CV - Alt Mgr – Entertainment

DATE:

October 27, 2021

May we please have reports on the attached application:

Applicant:

E.K. Webster Corp.

DBA:

Iris Hotel Boston

License Type:

New Hotel - CV - Alt Mgr - Entertainment

Location:

30 Webster Street Brookline, MA 02446

Request of approving the application of a new Common Victualler License for E.K. Webster Corp. d/b/a Iris Hotel Boston at 30 Webster Street. Alternate manager is Elena Kavanagh. Proposed Operating Hours of operation will be Sunday – Saturday 6:00 am to 1:00 am. Proposed Alcoholic beverage service hours are Hours of operation will be Sunday – Saturday 10:00 am to 1:00 am. Seating will consist of 60 inside and 20 outside. Entertainment will consist of Radio, recorded music and televisions Saturday - Sunday 12:00PM – 11:00PM, live music Thursday – Sunday 6:00PM – 10:00PM.

This application is scheduled to go before the Board on August 31, 2021. May we please have the reports no later than August 24, 2021.

Thank you.

## **Checklist for Common Victualler with Alcohol**





	1	Common Victualler Application	✓ New Restaurant □ Existing
	ſ	☐ Description of Operations	
		☑ Copy of menu	
		Vote of Corporation	
		✓ Litter Letter	
		□ Delivery description	
Only		Renovation Form	
eq'd			
for			
new			
rest		Three letters of reference	
		☑ A set of: a description, illustration	n, and/or detailed plans
			rance Certificate (required prior to opening)
	20	Certificate of Occupancy, Use, or	
		🛮 🗹 Workers' Compensation Form (re	equired prior to opening)
		Legal Right to Occupy, a lease or deed	1
		Business Certificate (Town Clerk's Off	ice)
	V	IN-PERSON class for the safe service of	of alcohol certification (Manager of Record)
	V	Crowd Manager Certification from the	e Massachusetts Department of Fire
		Services (Manager of Record – If there is a ba	r)
	V	Alternate Manager Application (if app	olicable)
	V	Entertainment Application (if applical	ole)
		Outdoor Seating Application (if applic	able)
		Report from Brookline Police	
		Report from Building	
		Report from Fire	
		Report from Health	
		DPW (Outside seating only)	



#### OFFICE OF SELECT BOARD 333 WASHINGTON STREET BROOKLINE, MA 02445 (617) 730-2200

# APPLICATION FOR COMMON VICTUALLER LICENSE

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:	INDIVIDUAL/PARTNERSHIP/CORPORATION  D/B/A: Iris Hotel  BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:		SHIP- INDIVIDUAL/PARTNERS	CORPORATE OFFICERS:	
D/B/A: Iris Hotel	INDIVIDUAL/PARTNERSHIP/CORPORATION	, ,			
시구가 이 경실 심장에는 바다면 하는데 이 아무리 먹다 그가 되면서 있었다면 되었는데 그리아 어린 아들은 그리아 어린 아들에는 그리아 어린 사람이 되었다면 되었다면 그렇다면 하는데 이 그리아	APPLICANT:	<sub>D/B/A:</sub> Iris H	시작하게 어려워 살았습니다.	RTNERSHIP/CORPORATION	

TELEPHONE #	,	ADDRESS
NAME	TITLE	EMAIL ADDRESS
TELEPHONE #	I	ADDRESS
		JALLER LICENSE IN BROOKLINE/ELSEWHERE? No.
		E FOOD SERVICE BUSINESS: Ye s
IF YES, LOCATION: AND		
HOURS OF OPERATION	FOR FOOD SERVICE:	
DAYS: Monday thru Sun	day (All Days)	HOURS: 6AM til 11PM
DAYS:		HOURS:
DAYS:		HOURS:
HOURS OF OPERATION	FOR ALCOHOLIC BEVERA	GES SERVICE: (If applicable)
DAYS: All days		HOURS: 10 AM to 1AM
DAYS:		HOURS:
DAYS:		HOURS:
PLEASE NOTE:		

THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.

MENU: (GENERAL TYPE OF FOOD SERVED)	
Bistro style serving American Fare and International Dishes Specials	
FLOOR SPACE SQ. FT. 1,250SQ	
BYOB: Will you permit patrons to bring their own alcoholic beverages onto the premises? NO (If yes, please be aware of applicable Town regulations governing BYOB.)	
SEATING CAPACITY: INSIDE: 60 OUTSIDE: 20	
Outside seating only applicable for 6 months from April 15 <sup>th</sup> - October 15 <sup>th</sup> .	
(Please attach plan showing location and layout of outdoor seating.)	
If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of \$250,000.00/\$500,000.00	-
By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Tow for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).	'n
Applicant agrees to outside seating terms and conditions: YES	-
NUMBER OF BATHROOMS : EMPLOYEE: 2 PUBLIC: 2	-
NUMBER OF PARKING SPACES (IF ANY): 50	
NUMBER OF EMPLOYEES: At peak Hotel: 18 Restaurant: 4 Bar: 2	
All Common Victualler Licenses are issued subject to and conditioned on the licensee's compliance with Massachusetts General Laws Chapter 140, Section 2 et seq., Article 8.10 of the TownBy-Laws, the Town's Prepared Food Sales Regulations.	
Audienties Australia VES	
Application Agrees to terms and conditions	
APPLICANT SIGNATURE WING TITLE: GIVI PHONE# (603) 831-96	42
EMAIL ADDRESS wagner@wagnerhm.com	-



#### **VOTE OF CORPORATION**

DATE: Sep 23 2021		
AT A MEETING OF THE BOARD OF DIRECTORS OF		_E.K.Webster CORP.
HELD AT:	ON:	OCTOBER 5, 2021
IT WAS DULY VOTED THAT THE CORPORATION AP	PLY TO THE LIC	CENSING BOARD FOR THE
Common Victualler License		
(TYPE OF LICE	NSE)	
FOR THE YEAR 2022 TO BE 30 Webster St, Brookline, M		THE PREMISES LOCATED AT
VOTED: TO AUTHORIZE Wagner Quin		то
THE APPLICATION FOR THE LICENSES IN THE NAM	E OFE.K	. Webster COrp. as general manag
		AND TO EXECUITE ON ITS
BEHALF ANY NECESSARY PAPERS, AND TO DO ALL GRANTING OF THE LICENSE.	THINGS REQU	IRED RELATIVE TO THE
THIS CORPORATION HASBEEN RESOLV	ED.	
A TRUE COPY		
ATTEST:		
CLERK		



### RENOVATION FORM

IF RENOVATIONS ARE BEING MADE TO LOCATION: PLEASE DESCRIBE IN DETAIL WHAT RENOVATIONS WILL BE MADE, DATE AND SIGN BELOW.

(1) The Iris Hotel is	a full conversion of existing building and complete renovation is to be completed before
	scheduled for March 2022
(2)	
I.G.I.	
(2)	
(3)	
(4)	
You will be seen and a point of the seen and	
(5)	
(6)	
_	
DATE: 9/Z	3/2021 SIGNATURE OF APPLICANT: Sight Toluming.
DAIL.	1 / / /

(PLEASE SUBMIT THREE SETS OF PLANS )



#### LICENSE INTERVIEW FORM

TYPE OF LICENSE API	PLYING FOR: COMMO	on Victaul	ler	
Wagne	r Quintanilha			
NAME: VOSTION				
ADDRESS:				
EMAIL AD				
PHONE #:				
PLACE OF BIRTH:	SRAZIL_			
FATHER'S NAME: CF	PRIOS M. QUINTANIVANIC	OTHER'S MAIDEN	NAME: FONSECAT	
ARE YOU A CITIZEN?	YES 🗸	NO 🗌	ALIEN CARD #	
ARE YOU A VETERAN	J: YES	NO V		
RESIDENCES FOR LA				
DATE: 09/01/2002	LOCATION:			
DATE:	LOCATION:			
DATE:	LOCATION:			
	LOCATION:			
DATE:	LOCATION:			



#### STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

\*Signature of Individual

By: Corporate Officer

\*\* Social Security #

Voluntary or Federal ID #

\*This license will not be issued unless this certification clause is signed by the applicant.

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.

EDUCATION		
DATE: Class of 2012	LOCATION:	Keene, NH Postgraduate Certificate, IOD UNI-
DATE: Class of 1997	LOCATION:	New York, NY Bachelor of Science, BA/IT, Ma
DATE: Class of 1989	LOCATION:	Brazil, Associate Degree, Accounting, CEFEL
DATE:	LOCATION:	
EMPLOYMENT HISTORY	4	
DATE: 2013 - 2021	LOCATION:	Holiday Inn Express B <sub>POSITION</sub> General Manage
DATE: 2001-2011	LOCATION:	Cosmopolitan Hotel N POSITION AGM
DATE: 1996-2001	LOCATION:	Delmonico Hotel NYC <sub>POSITION</sub> Sr Accountant
DATE:	LOCATION:	POSITION
DATE:	LOCATION:	POSITION
W.	n /	4

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)



### OFFICE OF SELECT BOARD 333 WASHINGTON STREET BROOKLINE, MA 02445 (617) 730-2200

### Certificate of Occupancy or Certificate of Use Agreement

All new establishments, pursuant to 780 CMR The Massachusetts State Building Code Section R110.0 or 111.0 as amended, are required to obtain a Certificate of Occupancy or Certificate of Use from the Building Department.

After the Select Board approval, prior to the start of business, a Certificate of Occupancy or Certificate of Use must be provided to the Select Board's Office to be filed with the application.

With the submittal of the Certificate of Occupancy or Certificate of Use you will then, and only then, be issued the license(s) associated with your establishment. These licenses are required to be in your possession prior to your establishment being open to the public.

Operating an establishment without proper licensing and/or Certificate may result in fines and possibly closure of the establishment until you have been cleared, by departmental approval, to open.

Any questions or concerns in regards to obtaining a Certificate of Occupancy or Certificate of Use can be answered at the Brookline Building Department 617-730-2100.

Application Agrees to terms and conditions:	1 1	
APPLICANT SIGNATURE Applic	hopen /kg	TITLE: GM
PHONE#: (603) 831-9642	EMAIL ADDRESS:	wagner@wagnerhm.com

The Commonwealth of Massachusetts Department of Industrial Accidents

Office of Investigations 1 Congress Street, Suite 100

Boston, MA 02114-2017 www.mass.gov/dia

Applicant Information	pensation Insurance Amdavit: General Businesses  Please Print Legibly
Business/Organization Name: Wa	
Address: 1249 Beacon St Suite 1	
	446 74 (617)720 5006
City/State/Zip: Brookline, MA 024  Are you an employer? Check the appropriate the state of the s	The state of the s
1. I am a employer with 24	employees (full and/ 5. Retail
or part-time).*  2. I am a sole proprietor or partnersh	ip and have no  6. Restaurant/Bar/Eating Establishment  7. Office and/or Sales (incl. real estate, auto, etc.)
employees working for me in any [No workers' comp. insurance req	capacity.
3. We are a corporation and its office	ers have exercised 9. Entertainment
their right of exemption per c. 152 no employees. [No workers' comp	o. insurance required]**
4. We are a non-profit organization, with no employees. [No workers'	started by volunteers,
	the section below showing their workers' compensation policy information. s, but the corporation has other employees, a workers' compensation policy is required and such an
	rs' compensation insurance for my employees. Below is the policy information.
Insurance Company Name:	
Insurer's Address:	
City/State/Zip:	
	Expiration Date: tion policy declaration page (showing the policy number and expiration date).
Failure to secure coverage as required und fine up to \$1,500.00 and/or one-year impr	er Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a isonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine. Be advised that a copy of this statement may be forwarded to the Office of
	ehalties of perjury that the information provided above is true and correct.
Signature: Dafue Valau	Date: 09/23/2021
Phone #: (603) 831-9642	
Official use only. Do not write in this	area, to be completed by city or town official.
	Permit/License #
Issuing Authority (circle one): 1. Board of Health 2. Building Depar 6. Other	tment 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
Contact Person:	Phone #:

**Print Form** 

### **Information and Instructions**

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An *employer* is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required." Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

### Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. Also be sure to sign and date the affidavit. The affidavit should be returned to the city or town that the application for the permit or license is being requested, not the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

### City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
1 Congress Street, Suite 100
Boston, MA 02114-2017

Tel. # 617-727-4900 ext 406 or 1-877-MASSAFE Fax # 617-727-7749 www.mass.gov/dia

Applicant - Position: Manager	Department/License:
	Department:
	Department:
creening current and otherwise qualified propplicants, current licenses, and applicants for the	isions of M.G.L. c. 6, §172 to receive CORI for the purpose of espective employees, subcontractors, volunteers, license e rental or lease of housing. As the prospective or current eart, current licensee, or applicant for the rental or lease of
nousing, I understand that a CORI check will be sue asse of certain license applicants subject to fine incknowledge and provide permission to The Town outhorization is valid for one year from the date of reproviding The Town of Brookline with written not remployment, volunteer, and licensing purposes of the case within one year of the date this Form was smust first provide me with written notice of this consent to a CORI check and acknowledge that the	bmitted for my personal information to the DCJIS (and in the ngerprint-based background checks, to the FBI). I hereby of Brookline to submit a CORI check for my information. This my signature. I may withdraw this authorization at any time by ice of my intent to withdraw consent to a CORI check. For nly: The Town of Brookline may conduct subsequent CORI signed by me provided, however, that The Town of Brookline check 72 hours in advance. By signing below, I provide my a information provided on this Acknowledgment Form is true
Made un tostore // B	09/17/2021
pplicant/Employee/Volumeer/Contractor Signature	Today's Date
V	
Applicant/Volunteer/Employee/Contractor Information	
ast Name: Quintanilha	First Name: Wagner MI:
current Address:	
ormer Address(e	
former Address(e	Place of Birth: Brazil
Maiden Name or Alias (If Applicable):Last 6	digits of Social Security Number:
Maiden Name or Alias (If Applicable):Last 6	Place of Birth: Brazil  digits of Social Security Number: Brazilian Eye Color: Brown
### ### ### ### ### ### ### ### ### ##	digits of Social Security Number:  Brazilian  Eye Color:  Brown  ID Theft Index PIN*:
Maiden Name or Alias ( <i>If Applicable</i> ):	digits of Social Security Number:  Brazilian  Eye Color:  Brown
Adaiden Name or Alias (If Applicable):  Date of Birth:  Last 6  Sex: m	digits of Social Security Number:  Eye Color: Brown  ID Theft Index PIN*:  CJIS's database:
Maiden Name or Alias (If Applicable):  Date of Birth:  Last 6  Sex: m	digits of Social Security Number:  Brazilian  Eye Color: Brown  ID Theft Index PIN*:  CJIS's database:  Father's Name:
Maiden Name or Alias (If Applicable):  Date of Birth:  Last 6  Sex: m	digits of Social Security Number:  Brown  ID Theft Index PIN*:  CJIS's database:  Father's Name:  do only for those applicants who have been issued an Identity Theft are required to provide all applicants the opportunity to include this
Maiden Name or Alias (If Applicable):  Date of Birth:  Last 6  Sex: m	digits of Social Security Number:  Brown  ID Theft Index PIN*:  Father's Name:  To only for those applicants who have been issued an Identity Theft are required to provide all applicants the opportunity to include this a process.
Maiden Name or Alias (If Applicable):  Date of Birth:  Last 6 Sex: m	digits of Social Security Number:  Brown  ID Theft Index PIN*:  CJIS's database:  Father's Name:  do only for those applicants who have been issued an Identity Theft are required to provide all applicants the opportunity to include this



## ServSafe CERTIFICATION

### WAGNER QUINTANILHA

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

15345104

CERTIFICATE NUMBER

7/11/2017

5269

EXAM FORM NUMBER

7/11/2022

DATE OF EXPIRATION alory agency for recertification requirements

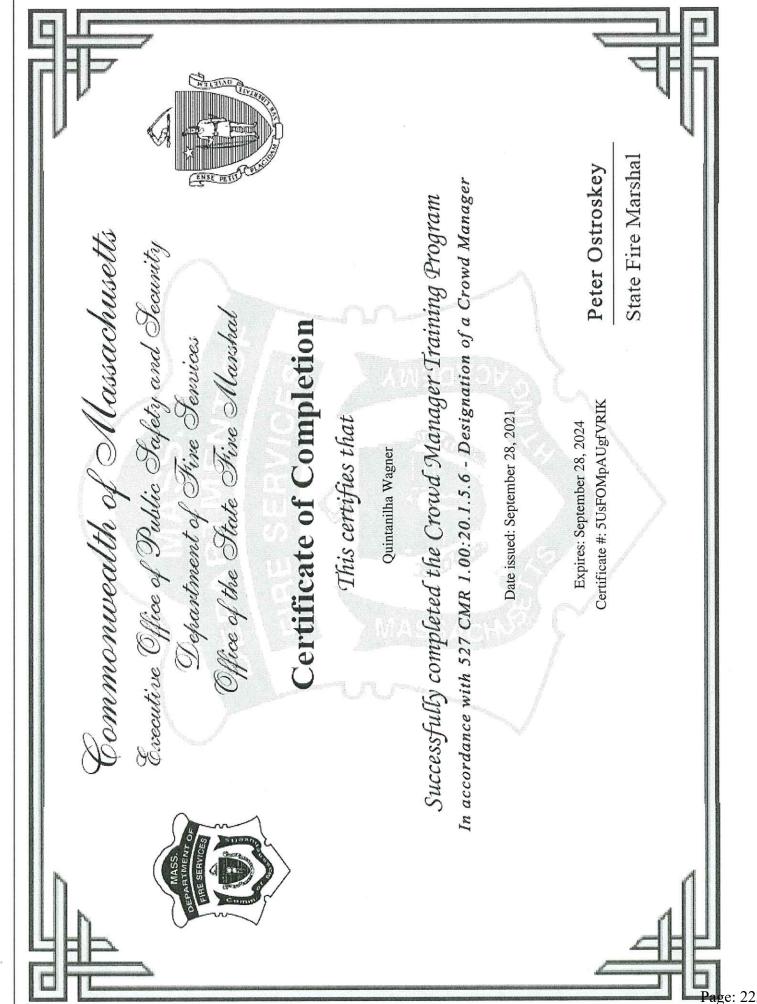
DATE OF EXAMINATION Local laws apply. Check with your bed regu

SVP, National Restaurant Association Solutions

Side tops ore residential of the NRAET AND SHOWING TOWN

#0655

the speciment of TS to backen Stell So 1500. Owners & different



# This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

service, and consumption of alcohol. your participation and dedication to the responsible sale, TIPS (Training for Intervention ProcedureS) program. We value This card certifies that you have successfully completed the

Exam Date: 9/13/2021

Expiration Date: 9/13/2024

ID#: 5554369 Name: Wagner Quintanilha

underage drinking, and drunk driving. colleagues and reduce the tragedies resulting from intoxication, provide a safer environment for your patrons, peers, and By using the techniques you have learned, you will help to

in any way, please contact us at 800-438-8477. enhance the TIPS program, or if we can assist you If you have any information you think would Sincerely, Adam F. Chafetz Cicion Waging

**HCI President** 

ID#: 5554369 Issued: 9/13/2021

CERTIFIED eTIPS On Premise 3.1

Expires: 9/13/2024



Wagner Quintanilha
Wagner Hospitality Management

For service visit us online at www.gettips.com

### Wagner Quintanilha



### INTRODUCTION:

Seeking professional and personal growth in a challenging position where I can apply my skills to maximize revenue by providing outstanding job performance and excellent customer service to customers, suppliers and co-workers.

### WORK EXPERIENCE:

### Front Desk Manager

September 1996 December 1998: Delmonico Hotel | New York City, NY Started at entry level desk clerk with little hotel experience in this luxurious Park Avenue hotel. Became Guest Service Manager and later Front Desk Manager. Responsible for customer satisfaction, staffing and training. Developed rewards programs for guests and staff and created strong customer relationships. Enforced safety guidelines and promoted an upbeat environment for customers and staff.

### Senior Accountant

October 1998 January 2001: Delmonico Hotel | Park Avenue New York City, NY Responsible for Accounts Payable, Payroll, City Ledger and Cash Register. Created computer system to automate inhouse guest balance and credit report. Created online guest comment feedback system for department heads.

### Assistant General Manager

January 2001 - 2011: Cosmopolitan Hotel | Tribeca New York City, NY Weekend Manager: Responsible for entire hotel operation during weekends. Manager on duty in charge of over 80 union employees.

### Owner, CEO

2010 - Present: CLIQUE NOVA YORK .com > www.cliquenovayork.com

OneStop Travel and VIP Concierge Website catering to high end Brazilian travelers. Founded business model, established contracts with suppliers and resellers, designed websites and all its features plus created traffic by the means of several successful and measurable Search Engine Marketing and Social Network Campaigns on Google, Facebook and Twitter.

### **General Manager**

### 2013 - Present: Holiday Inn Express Boston

Responsible for continually focusing on achieving hotel profitability through revenue generation, cost control, guest satisfaction and developing employees, while maintaining the integrity of the hotel.

### Responsibilities:

- Tour the operating departments daily, making adjustments as needed via department heads.
- Conduct weekly staff meetings, including weekly training sessions presented by managers and self using the steps to effective training according to Hotel standards, and the review of previous and future sales and operations efforts.
- Meet all financial review dates and corporate directed programs in a timely fashion.
- Hold a monthly financial review with all department managers, M.I.D.'s and available supervisors.
- Ensure that all department heads maintain budgeted productivity levels and Hotel standard checkbook accounting procedures.
- Develop managers for future advancement through competency training and corporate sponsored training programs.
- In conjunction with the Director of Sales, conduct a daily meeting focusing on the number of prospecting and existing account calls each person will make and the potential business results of these calls.
- Play a pivotal role in hotel sales efforts, including calling on top ten accounts, meeting clients, hosting luncheons and receptions, and meeting with on-site contacts on a daily, weekly and monthly basis.
- Participate in required M.O.D. coverage as scheduled.
- · Maintain direct contact with and monitor the development of management trainees.
- Adhere to all Hotel policies and procedures and train new managers to ensure compliance.
- Oversee and assist in the budget process as required.
- Ensure that training in service standards is taking place in each department using the steps to effective training according to Hotel standards, including compliance in all departments to Standard of the Week training.
- Assist in creating a positive team-oriented environment which focuses on the guest, through employee development and motivation.

- Inspect rooms regularly (weekly at a minimum) with both the Housekeeping Manager and Property Engineer.
- Ensure complete processing of invoices daily by using the A/P process.
- Ensure that all appropriate information for financial documents is received by the Corporate Office monthly, in compliance with the monthly accounting calendar.
- Ensure the cleanliness and maintenance of the physical property through inspections and preventive maintenance programs with department managers.
- Ensure that employees are at all times attentive, friendly, courteous and efficient in their interactions with guests, managers and all other employees.
- Forecast monthly the hotel's financial position, by estimating revenues and line-by-line expenses. Analyze previous and projected data to generate an accurate reforecast.
- Prepare and conduct all management interviews and follow hiring procedures according to Hotel S.O.P.'s. Ensure that all managers are in compliance with the standards in their interviewing and hiring procedures for departmental staff.
- Interview all prospective final candidates for any vacant management position within the hotel prior to any offer being extended.
- Perform all Executive Committee members performance appraisals according to Hotel S.O.P.'s, and ensure that managers are in compliance with the standards in their administration of performance appraisals to their staff.
- Motivate, coach, counsel and discipline all management personnel according to Hotel S.O.P.'s and ensure that managers are in compliance with the standards in their administration of counseling and disciplinary steps.
- Perform any other duties as requested by the Vice President or Regional Director of Operations.
- Ensure that all employees receive fair and equitable treatment according to Hotel S.O.P.'s.
- Meet clients on the property, including meeting contacts and potential clients touring the property, to assist in the sales effort.
- · Be in the public areas during peak times, greeting guests and offering assistance as needed.
- Ensure procedures for handling of the hotel safe specifically with regard to security and monthly safe audits are followed and occur.
- Ensure monthly credit meetings are conducted and take an active role in the hotel credit and collection policies.

- · Complete required corporate training modules, and become certified to train those as required.
- Ensure that all scheduled meetings take place on the property.

### **EDUCATION:**

Postgraduate Certificate, IOD UNH Leadership Class of 2012 - Keene, NH

Bachelor of Science, Manhattan College

Business Administration and IT Management

January 1994 October 1997 New York City, NY

Associate Degree, CEFEL University
Accounting
February 1985 February 1989 Rio de Janeiro, Brazil

### Business Management and Information Technology Training:

MIS/IT

Certified computer courses for MS Windows and Novell. Power user at programming level. HTML and Flash Web designer. Outstanding knowledge of Search Engine Marketing and Social Network Marketing.

### **ADDITIONAL TRAINING:**

### **Management Skills**

Several certificates from classes, workshops and specialized courses by the American Management Association on the following subjects: Management, Sales, Marketing, Human Resources, Staff Training and Project Management. New York Institute of Photography graduate. FDNY Certified Fire Safety Director for Office & HiRise/Hotel/Motel Buildings. A+PC hardware certified.

### SKILLS LEVEL:

Interpersonal Leadership Expert
Information Technology Expert
MS Office, Quicken/QuickBooks Expert
Consumer Relations Management Expert
Search Engine Marketing Expert

Social Network Marketing Expert
Web Design HTML / FLASH Advanced
Photoshop / Premiere / Adobe CS5 Advanced
Mobile Marketing Knowledgeable, in training

### LANGUAGES LEVEL:

English Fluent Brazilian Portuguese Fluent Spanish Advanced French / Italian Beginner

### PROFESSIONAL MEMBERSHIPS AND AFFILIATIONS:

- G.E.P. DODGE LIBRARY IT Director
- ABLE NH Website and Social Networking Consultant
- HFTPNYC Hospitality Financial and Technology Professionals NYC Chapter Webmaster.
- Andy's Playhouse Board Member
- NYFD Certified Fire Safety Director

### **REFERENCES:**

All professional references mentioned above along with several personal references from my local community in Bennington, NH will be made available promptly upon your request.

### ACORD

### **ALPHMAN-04**

**JDADGAR** 

DATE (MM/DD/YYYY)

### CERTIFICATE OF LIABILITY INSURANCE

10/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

PRODI	s certificate does not confer rights t <sub>ICER</sub> License # 1780862				CONTACT NAME:	1.5%			
HUB International New England		NAME: PHONE (A/C, No, Ext): (781) 933-2626 FAX (A/C, No): (781) 932-6341				032-63/1			
800 B	allardvale Street ngton, MA 01887				(A/C, No, Ext): (701) : E-MAIL ADDRESS:	33-2020	(A/C, No	):(101)	332-0341
						SURER(S) AFFOR	RDING COVERAGE		NAIC#
					INSURER A : Techno	logy Insura	ance Company		42376
NSUR	ED				INSURER B :		•		
	Alpha Management, Inc.				INSURER C:				
	1249 Beacon St., Ste 1				INSURER D:				
	Brookline, MA 02446				INSURER E :				
					INSURER F:				
cov	ERAGES CER	TIFIC	ATE	NUMBER:			REVISION NUMBER:		
IND	S IS TO CERTIFY THAT THE POLICII ICATED. NOTWITHSTANDING ANY R RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	PER	REME TAIN,	ENT, TERM OR CONDITION THE INSURANCE AFFOR	N OF ANY CONTRA DED BY THE POLICE	CT OR OTHER	R DOCUMENT WITH RESI ED HEREIN IS SUBJECT	PECT TO	WHICH THIS
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							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	
	POLICY PRO- LOC						PRODUCTS - COMP/OP AGO	\$ \$	
	OTHER:							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per acciden	t) \$	
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
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A	NY PROPRIETOR/PARTNER/EXECUTIVE FFICER/MEMBER EXCLUDED?	N/A		TWC3994318	7/25/2021	7/25/2022	E.L. EACH ACCIDENT	\$	1,000,00
	Mandatory in NH)  yes, describe under						E.L. DISEASE - EA EMPLOYE	E \$	1,000,00
	PESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMI	Γ \$	1,000,00
DESCR E: 30	RIPTION OF OPERATIONS / LOCATIONS / VEHIC ) Webster St, Brookline, MA 02446	LES (A	CORD	101, Additional Remarks Sched	ule, may be attached if mo	re space is requi	red)		
CE. SC	Webster St, Drockline, MA 02440								
CED.	TIFICATE HOLDER				CANCELLATION				
J-N	III IOATE HOLDER				JANULLLANON				
Town of Brookline 333 Washington St				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	Brookline, MA 02445				AUTHORIZED REPRESE	ENTATIVE			

### ALTERNATE MANAGER

### **Checklist for Alternate Manager**



☐ Report from Brookline Police Chief
✓ Valid Identification (State issued License, Passport, etc.)
☑ Crowd Manager Certification from the Massachusetts Department of Fire Services (Only if there is a bar)
☑ IN-PERSON class for the safe service of alcohol certification
<ul><li>✓ Vote of Corporation</li><li>o or letter from manager of record</li></ul>
CORI release form
☑ License Interview Form
Alternate Manager Application

### TOWN OF BROOKINE

### **ALTERNATE MANAGER'S APPLICATION**

ALL PROPOSED MANAGERS ARE REQUIRES TO COMPLETE A PERSONAL INFORMATION FORM (ATTACHED) AND SUBMIT A COPY PF THE CORPORATION VOTE AUTHORIZING THIS ACTION AND ALTERNATE MAANGER.

1. LICENSEE INFORMATION:	
Legal Name of Licensee: E. K. Webstr Cory Business Name (dk	pa): Ivis tetel
Address: 30 WebstV Steet	
City/Town: Brookle State: MA	Zip: 02445
ABCC License Number: Phone Number of (if existing licensee)	Premises:
2. MANAGER INFORMATION:	
A. Name: ELENA KAVANA6H B. Cell Phone	e Number:
C. List the number of hours per week you will spend on the licensed premis	ses:
3. CITIZENSHIP INFORMATION:	
A. Are you a U.S. Citizen: Yes No D B. Date of Naturalization:	
C. Court of Naturalization:	
(Submit proof of citizenship and/or Naturalization such as Voter's Certificate, Birth	Certificate or Naturalization Papers)
4. BACKGROUND INFORMATION:	
A. Do you now, or have you ever, held any direct or indirect, beneficial or financial in a license to sell alcoholic beverages?	interest Yes No V
If yes, please describe:	
B. Have you ever been the Manager of Record of a license to sell alcoholic beverage Have been suspended, revoked or cancelled?	ges that Yes No V
If yes, please describe:	
C. have you ever been the Manager of record of a license that was issued by this C	ommission? Yes No
If yes, please describe:	
D. Please list your employment for the past ten years (Date, Position, Employer, A Director of Sales Holiday Inn Express 0212016 - present 69R Boston St, Boston Sales manager Leading Harket Technology Willer St, boston HA 02108 10120	address, and Telephone: BOSTOM 1, MA. 02125 OGIES, INC
I hereby swear under the pains and penalties of perjury that the information I have provide	ed in this application is true and accurate:
Signature Aug	Date 09/21/2028



### LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Alternate Manage
NAME: ELENA KAVANAGH
ADDRESS:
EMAIL ADDRE
PHONE #:
PLACE OF BIRTH: MOSCOW, Russia
FATHER'S NAME: Atakhanov Mother's Maiden NAME: Blagova
ARE YOU A CITIZEN? YES NO ALIEN CARD #
ARE YOU A VETERAN: YES NO
RESIDENCES FOR LAST FIVE YEARS
DATE: 05 21 - present LOCATION:
DATE: 06/16 - 04/2/ LOCATION:
DATE: LOCATION:
DATE: LOCATION:
DATE: LOCATION:

EDUCATION			
DATE: 1996 - 2001	LOCATION: Hoseo	ow Store U	inversity of auts, Russia
DATE:	LOCATION:		
DATE:	LOCATION:		
DATE:	LOCATION:		And the second s
EMPLOYMENT HISTORY			
DATE: 02/2016 presen	FLOCATION: Holida	ay Inn Expre	Sposition Director of Sales
DATE: 12/2015 - 01/201	LOCATION: Leadin	market	POSITION Director of Sales POSITION Sales manager
DATE:			POSITION
DATE:	LOCATION:		POSITION
DATE:	LOCATION:		POSITION
SIGNATURE: Kof		DATE:	09/21/21
(PLEASE SUBMIT THREE CH.	ARACTER REFERENCES	WITH APPLICA	ATION)



Boston, September 23rd 2021.

To whom it may concern:

This is to testify that Ms. Elena Kavanagh has been working full time as Sales Director at the Holiday Inn Express Boston since March 2016. I have known her for over 5 years and she has always been extremely professional, responsible and reliable.

Ms. Elena Kavanagh is an outstanding employee and performs her duties with utmost care and efficiency. She constantly delivers outstanding service to all our guests, group leaders and corporate account managers.

Ms. Elena Kavanagh is an excellent team player and is very well appreciated by her staff and ownership. She is indeed a great asset to our company and I look forward to working with her for many years to come.

Please do not hesitate to contact me at 617-288-3030 or email wagnerg@jitenhm.com should any need arise.

Best Regards

Wagner Quintanilha

General Manager

Holiday Inn Express Boston

69R Boston Street.

Boston, MA 02125



### PHILOMENA ADOPTION Non-Profit Licensed Agency

12055 E. Tennessee Ave, Aurora CO 80012

September 18, 2021

### Re: Recommendation for Elena Kavanagh

I am pleased to write a letter of recommendation for Elena Kavanagh.

I have known her for 15 years and she is the kindest and supportive person I have ever met.

She is always responsive and ready to help our Non-Profit organization voluntarily. Elena is reliable and dedicated.

I can keep saying only good words about Elena.

Please feel free to contact me if you need any additional information.

Tatiana Belousova

Executive Director of Charitable Foundation of St. Philomena Adoptions.

ph:720-427-6223



### Reference Letter

09/23/2021

To Whom It May Concern:

It is my absolute pleasure to recommend Elena Kavanagh.

Elena and I have worked at Holiday Inn Express Boston for 2 years.

I thoroughly enjoyed my time working with Elena and came to know her as a truly valuable asset to absolutely any team. She is honest, dependable, and incredibly hard working.

She is a true team player, and always manages to foster positive discussions and bring the best out of other employees.

Please feel free to contact me at <u>maria.maltseval@gmail.com</u> or 508 667-3639 and I'd be happy to expand on my recommendation.

Best wishes,

Maria Maltseva

Customer Service Representative

ALD Insurance Agency

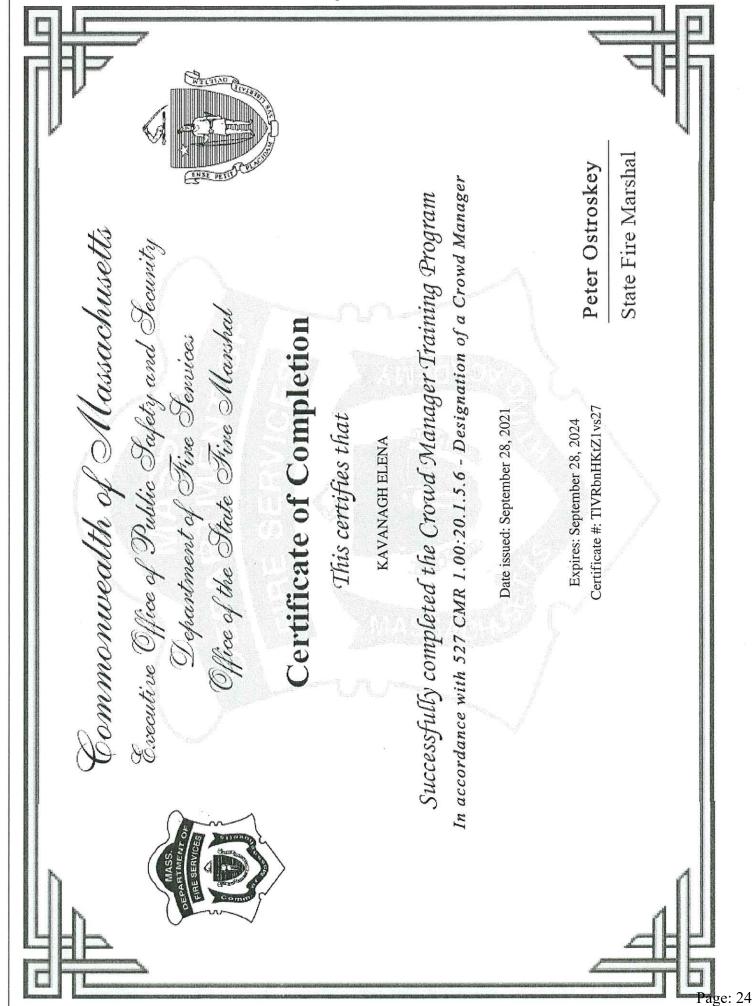
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4		
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	Contractor - Company Name	
creen application ase of acknown author arovid amplo acknown arovid amplo acknown ackn	ning current and otherwise qualified pants, current licenses, and applicants for yee, subcontractor, volunteer, license apping, I understand that a CORI check will be of certain license applicants subject to wledge and provide permission to The Towization is valid for one year from the date of ling The Town of Brookline with written ryment, volunteer, and licensing purposes se within one year of the date this Form was first provide me with written notice of thint to a CORI check and acknowledge that	rovisions of M.G.L. c. 6, §172 to receive CORI for the purpose of prospective employees, subcontractors, volunteers, license the rental or lease of housing. As the prospective or current plicant, current licensee, or applicant for the rental or lease of submitted for my personal information to the DCJIS (and in the fingerprint-based background checks, to the FBI). I hereby wn of Brookline to submit a CORI check for my information. This of my signature. I may withdraw this authorization at any time by notice of my intent to withdraw consent to a CORI check. For sonly: The Town of Brookline may conduct subsequent CORI as signed by me provided, however, that The Town of Brookline is check 72 hours in advance. By signing below, I provide my the information provided on this Acknowledgment Form is true
	ccurate.	September 17, 2021
Annila	han/Employee/Volunteer/Contractor Signat	September 17, 2021 Today's Date
	ant/Volunteer/Employee/Contractor Inform	nation (Please Print)
Last Naturen Forme Maider Date o Sex State I	rant/Volunteer/Employee/Contractor Informame: KAVANAGH  at Address  r Address(es):  n Name or Alias (If Applicable): A+AKI  of Birth: Las	First Name: ELENA MI:
Last No. Current Former Maider Date of Sex State I List an Mother	tant/Volunteer/Employee/Contractor Information:  A VANAGH  at Address  The Address (If Applicable):  The Address (If Applicable):  The Height:  The	First Name: ELENA MI:  Ganova Place of Birth: Moscow, Russia  at 6 digits of Social Security Number:  ace: White Eye Color: hazel  ID Theft Index PIN': NA  DCJIS's database: NA  JETLANA Father's Name: Atakhanov Albert  d and only for those applicants who have been issued an Identity Theft es are required to provide all applicants the opportunity to include this
ast No.	rant/Volunteer/Employee/Contractor Informame: KAVANAGH  at Address  r Address(es):  n Name or Alias (If Applicable): A+AKA  f Birth: Las  F Height: 5 ft, 5 in. Ri  Driver's License Number (Include State)  by other name(s) or dates of birth that appear in  r's Full Maiden Name: BLAGAVA SV  dentify Theft Index PIN Number is not required  PIN Number by the DCJIS. Certified agencie  attion to ensure the Accuracy of the CORI requi	First Name: ELENA MI:  Ganova Place of Birth: Moscow, Russia  at 6 digits of Social Security Number:  ace: White Eye Color: hazel  ID Theft Index PIN': NA  DCJIS's database: NA  JETLANA Father's Name: Atakhanov Albert  d and only for those applicants who have been issued an Identity Theft es are required to provide all applicants the opportunity to include this
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_ast N. Curren Forme Maider Maider Date o Sex List an Mothe The k Inform Inform I certifaccep	th Address  The Address are Ad	First Name:ELENAMI:



### VOTE OF CORPORATION

September 27, 202	
AT A MEETING OF THE BOARD OF D	E.K. Webster Corp.
HELD AT:	on: September 27, 2021
IT WAS DULY VOTED THAT THE CORTOWN OF BROOKLINE FOR A	RPORATION APPLY TO THE LICENSING BOARD FOR THE
Eva Kavanaugh as Alf	ernate Manager
	(TYPE OF LICENSE)
	yond TO BE EXERCISED ON THE PREMISES LOCATED AT
30 Webster Street, Br	ookline, MA
VOTED: TO AUTHORIZE EVA K	avanaugh <sub>to</sub>
SIGN	
THE APPLICATION FOR THE LICENS	herself as Alternate Manager
	AND TO EXECUITE ON ITS
BEHALF ANY NECESSARY PAPERS, A GRANTING OF THE LICENSE.	AND TO DO ALL THINGS REQUIRED RELATIVE TO THE
THIS CORPORATION HAS not	_BEEN RESOLVED.
A TRUE COPY	- WI
ATTEST: CLERK	

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-	Applicant - Position: altern			
- v	/olunteer - Position:			
_ E	Employee - Position:		Department:	
0	Contractor - Company Name			
screening applicants, employee, housing, I case of c acknowled authorizati providing employme checks will must first consent to and accura	of Brookline is registered under current and otherwise qualities, current licenses, and applican subcontractor, volunteer, license understand that a CORI check we that it is understand that a correct control is understand that a correct correct is understand that a correct corr	Ified prospective employs for the rental or lesse applicant, current limited for my etc to fingerprint-base he Town of Brookline to date of my signature. In the roses only: The Town of this check 72 hours e that the information	ployees, subcontractor ase of housing. As the icensee, or applicant for y personal information to decks, o submit a CORI check to may withdraw this authent to withdraw consen of Brookline may conprovided, however, that is in advance. By signli	s, volunteers, license prospective or current r the rental or lease of to the DCJIS (and in the to the FBI). I hereby for my information. This iorization at any time by to a CORI check. For iduct subsequent CORI. The Town of Brookline ing below, I provide my wledgment Form is true
Maiden Nai Date of Birl Sex F State Drive List any oth Mother's Fi	Idress  dress(es):  me or Alias (If Applicable): A + C  th:	Last 6 digits of Social n. Race: White ppear in DCJIS's database  Q SVETLANA Father equired and only for thos	Place of Birth: HOS I Security Number:  Eye Color: ha ID Thefl Index PIN*:  Se: NA  T'S Name: Atatha e applicants who have be	nov Albert
index PIN	n to ensure the Accuracy of the COF	RI request process.		
***For Offi	icial Use Only***			- the fellowing form of
***For Offi	hat the foregoing person was id		with Town Policy usin n: (List	ID Type)



eTIPS On Premise 3.1



This Certificate of Completion of

### eTIPS On Premise 3.1

For coursework completed on October 4, 2021 provided by Health Communications, Inc. is hereby granted to:

### Elena Kavanagh

Certification to be sent to:

Wagner Hotel Management 1249 Beacon St Ste 1 Brookline MA, 02446-5253 USA

HEALTH COMMUNICATIONS INC.

This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification document

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Complete to the state of the st

SEATH STIBLINGS

James Terler REGISTRAR

12 REST B

### **ENTERTAINMENT**



### OFFICE OF SELECT BOARD 333 WASHINGTON STREET BROOKLINE, MA 02445 (617) 730-2200

### **ENTERTAINMENT APPLICATION**

IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 140, SECTION 181 (\*183A) OF THE MASSACHUSETTS GENERAL LAWS, THE UNDERSIGNED HEREBY APPLIES FOR A LICENSE FOR THE FOLLOWING FORMS OF ENTERTAINMENT:

APPLICANT: E.K. Webster Corp.		
<sub>D/B/A</sub> Iris Hotel Boston		
LOCATION: 30 Webster St, Broo	okline, MA, 02446	
TELEPHONE # (617) 730-5886 EMAIL	ADDRESS: wagner@wagr	erhm.com
TYPE OF ENTERTAINMENT:		
(1) RADIO X TAPED MUSIC X	_JUKE BOXTELEV	ISION_X
DAYS: Saturday thru Sunday	Hours: FROM: 12 noon	<sub>_то:_</sub> 11pm
(2) MOVIES_NA		
DAYS:	_HOURS: FROM:	_TO:
(3) DANCING NA PRIVATE NA PUBLIC		
DAYS:	HOURS: FROM:	TO:

(4)	INSTRUMENTAL	MUSIC_	Х	TYPE O	F INSTRUMENTS:	Acoustic (g	guitar, piano)
	<b>#OF INSTRUMEN</b>	ITS_2		-			
DAYS:_	Thursday	thru	Sur	ıday	_HOURS: FROM:	6PM	_то:_10РМ
(5)	VOCAL MUSIC :_	Х		#OF VO	CALIST: 1		
DAYS:_	Thursday	thru	Sun	ıday	HOURS: FROM:	6PM	_то:_10РМ
	EXHIBITION (DES						
DAYS:_					HOURS: FROM:		_TO:
(7)	FLOOR SHOW (D	ESCRIBE	):_N/	4			
DAYS:_					HOURS: FROM:		TO:
Ĝ	Warfney Sk	Taile	of the			09/23/2	2021
	TURE OF APPLICA		Y			DATE	

(\*SECTION 183A APPLIES ONLY TO COMMON VICTUALLERS, FOOD VENDORS AND INNHOLDERS)

THE FOLLOWING FORMS OF ENTERTAINMENT IF BEING CONDUCTED ON SUNDAYS REQUIRES A SEPARATE SUNDAY ENTERTAINMENT LICENSE FROM THE COMMONWEALTH OF MASSACHUSETTS AND REQUIRES A SEPARATE FEE OF \$100:

DANCING
JUKE BOX
LIVE ENTERTAINMENT